The Solicitors' Journal
and Weekly Reporter.

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The Land Registry.

THE ROYAL Commission appointed to inquire into the expediency of instituting in Scotland a system of registration of title met in London on Monday last to take evidence on the working of the compulsory system which has been on trial as an experiment in the County of London since January, 1899. Mr. J. S. RUBINSTEIN was first examined, and his evidence was continued on Tuesday. Evidence was also given by Messrs. C. M. BARKER (on behalf of the Law Society), T. CYPRIAN WILLIAMS, B. L. CHERRY, and J. E. HOGG. The Commission adjourned on Wednesday. It is understood that they will meet again in London, when further evidence will be taken.

The Religious Education of Wards of Courts.

WE REFERRED last week, in speaking of the judicial qualities of Mr. Justice KEKEWICH, to the care with which he discharged his duties towards wards of Court. These duties are specially anxious and responsible when questions arise of the religion in in which a ward ought to be brought up, and a current number the *Law Reports* contains an interesting decision of the late judge on this subject—*Re W.* (1907, 2 Ch 557)—a decision which in one respect was very unfortunately varied by the Court of Appeal. A brother and sister, aged thirteen and eleven, were wards of court. The father, who died in 1902, was held upon the evidence to have been a Jew in religion, but by no means a pronounced one; the mother, who was neither at marriage nor afterwards of that persuasion, died in 1903. In 1904 KEKEWICH, J., decided that the infants ought to be brought up in the father's faith and placed in a Jewish household. They had received no definite religious instruction in their parents' lifetime, though the boy, with the knowledge and approval of his father, had been instructed by a clerk in the New Testament as well as the Old. In March of this year the boy, who was then in a Jewish boarding-house at Cheltenham School, asked that he might be brought up as a Christian. This he confirmed on being seen by the judge, who assented to his wishes, and in a considered judgment gave the necessary permission. "I cannot doubt," he said, "that the boy is longing to be brought up as a Christian, and that this longing

is not a mere whim, but is as deep and of as permanent a character as can reasonably be expected of any reflective child of his age." Having arrived at this decision, the learned judge, without examining the girl, very naturally made a similar order as to her. "Not only," he said, "would it be cruel to part them, but natural affection would be sure to make it in the end practically impossible to bring them up in different faiths." The Court of Appeal have affirmed the order as to the boy, but have reversed it as to the girl, and the two children will henceforth be brought up in different faiths. Seeing that the welfare of the children is the final legal test in these matters, the result does not seem to be necessary as a matter of law, and as a matter of what is due to the children themselves, we fancy most people would prefer the decision of Mr. Justice KEKEWICH. To separate two orphan children in this manner requires very special justification, more than the facts in the present case seem to suggest.

Discharge of Solicitor's Lien by Taking Security.

IT IS well known that a solicitor who takes security for costs from a client thereby runs considerable risk of losing his lien on the client's papers, but the recent decision of the Court of Appeal in *Re John Morris and Others, Solicitors* (*ante*, p. 78) shews that this result will be controlled by the circumstances under which the security is given. In *Re Taylor, Stileman, & Underwood* (39 W. R. 417; 1891, 1 Ch. 590) a solicitor took as security from his client, a married woman, a promissory note for £200, in which her husband joined as surety, and a charge for the same amount on a life policy, and nothing was said as to the continuance of the lien. LINDLEY, L.J., observed that the question whether the taking of a security operates as a waiver of a lien depends on the intention expressed or to be inferred from the position of the parties, and on all the circumstances of the particular case; and he considered that, having regard to the duty of the solicitor to explain to his client the exact effect of what he was going to do, it was proper to infer an intention to waive the lien if, upon taking security, the solicitor said nothing to the contrary. Moreover, the security given by the promissory note included interest, and was larger than the security given by the lien, and this was treated as an additional reason for inferring a waiver. And in *Re Douglas Norman & Co.* (46 W. R. 421; 1898, 1 Ch. 199) NORTH, J., arrived at the same result where the solicitor had taken a charge on his client's reversionary interest, and had not explained to her that he intended to retain his lien: see also *Bissell* v. *Bradford, &c., Tramways Co.* (W. N. 1893, p. 44, 9 T. L. R. 337). But the present case in the Court of Appeal shews that, to retain the lien, it is not essential that the solicitor should expressly state his intention to that effect on taking the security. This is only one element to be considered. A solicitor's lien is a lien on property, and remains in him unless he expressly or by implication releases or abandons it. In that case a client had incurred heavy liabilities to his solicitors for costs and disbursements. From time to time he handed them specific securities in lieu of providing money to meet counsel's fees and other expenses, though the correspondence did not always distinctly appropriate the securities to this purpose. It was held by BUCKNILL, J., and the Court of Appeal that, notwithstanding the absence of any statement by the solicitors as to retention of lien, their lien was still in existence. The question, as put by BUCKLEY, L.J., was whether, on the facts of the case, the solicitor had taken a security incompatible with the retention of his lien, or had made with his client an arrangement which sufficiently indicated the intention of the parties that the right should be no longer enforced. These tests were not satisfied in the present case, and hence the lien remained.

Set off of Costs in Bankruptcy.

TWO DECISIONS upon set off of costs in bankruptcy which have been given by BIGHAM, J., deserve attention. The general principle that costs payable by a party to litigation can be set off against costs payable to the party is affirmed by R. S. C. ord. 65, r. 27 (21), though the construction placed on the terms of the rule restricts the set off to costs of proceedings in the same action: *Barker* v. *Hemming* (5 Q. B. D. 609). In bankruptcy, however, a further restriction has been introduced in practice—namely, that, where a petitioning creditor has included costs due to him in the debt on which he founds the petition, he thereby debars himself from securing payment in full of these costs by setting off against them costs which he is himself liable to pay, and BIGHAM, J., recognized this rule in *Re A Debtor* (1907, 2 K. B. 896). Petitioning creditors who had obtained judgment for £1,430 served a bankruptcy notice, which the debtor unsuccessfully attempted to set aside. The result was to increase his indebtedness by a further sum for costs. The judgment creditors presented a petition based on the judgment debt and on this sum for costs, which was on technical grounds dismissed with costs against them. But the latter costs they were not allowed to set off against the costs payable by the debtor. The taxing-master gave it as his opinion that though, if the two sets of costs had been costs pure and simple, they could have been set off against each other, yet the costs due to the petitioning creditors had been removed from the scope of set off by being included in their debt; and this statement of the practice the learned judge accepted. But in *Re Mayne* (1907, 2 K. B. 899) a right of set off—or, more correctly, retention—was successfully asserted. There a creditor had put in a proof for £1,500, and in the course of supporting this claim, which was ultimately rejected by the Court of Appeal, she incurred liability for costs to the trustee. She then assigned all her interest in the bankrupt's estate by way of security, and the assignees put in a proof for £130, which was admitted, and upon which a dividend became payable. The trustee claimed to retain the costs due to him from the creditor out of the amount of the dividend, notwithstanding that it was payable to the assignees, and this claim BIGHAM, J., allowed. The proof was in substance a proof by the assignees in the name of the creditor, and was subject to the rights of the trustee against the creditor. The creditor could only assign the surplus due to her from the trustee over the costs due to him from her, and his claim to retain was well founded.

Fraudulent Notice of Marriage Before Registrar.

THE QUESTION raised before SWINFEN EADY, J., in *Re Rutter* (1907, 2 Ch. 392) was one of general interest, though there could be little doubt as to the decision which would ultimately be given. The Marriage Act, 1836, by which marriage at the registrar's office was created and regulated, provided that a previous notice should be given by the person about to marry to the registrar, and that such notice should be full, giving the names, condition, and residence of the parties. The statute proceeded to say that if persons knowingly and wilfully intermarried without due notice to the registrar, or without certificate of notice duly issued, the marriage was to be null and void. But section 43 enacts that when a marriage is bad by means of a wilfully false notice, then (not that the marriage shall be null and void), but that the Attorney-General may sue for a forfeiture of property; and section 38 imposes the penalty of perjury on every person wilfully making a false declaration or signing a false notice. In the case before SWINFEN EADY, J., property had been devised by a testator to trustees, upon trust for his wife for her life or until she should marry again, and, from and after her decease or second marriage, upon trust for certain remaindermen. Two years after his death, the widow went through a form of marriage with ROBERT HARRISON at Newcastle. In order to keep this marriage secret, she was described in the statutory notice given under the Marriage and Registration Act, 1856, s. 3, as JANE WOOD, spinster (her maiden name). Her husband's name and occupation were correctly stated, but the addresses of both spouses were given as at Newcastle in order to give the registrar jurisdiction, whereas they were in fact at Amble, in the Alnwick registry district. Both spouses were cognizant of, and responsible for, these false statements. The question was whether the widow's interest ceased at the date of her marriage before the registrar. It was contended on her behalf that the surname and description in the notice being wholly false and fraudulent, the notice was nugatory and the marriage void, and that the question whether such a notice could properly be held to be a notice within the Act was left open by Lord PENZANCE in *Holmes* v. *Simmons* (L. R. 1 P. & M. 523). But the argument

did not prevail, and SWINFEN EADY, J., held, without any difficulty, that, although the Registration Acts imposed the penalty of perjury on parties wilfully giving a false notice, they did not invalidate the marriage thereby procured, and the point may now be considered as conclusively determined.

Joint Stock Companies and the Law of Champerty.

THE LAW of champerty and maintenance does not often come under consideration at the present day, and its principles are laid down in ancient text-books which were published long before any part of the business of the United Kingdom was conducted by corporations or joint stock companies. But this law has never been abrogated by Act of Parliament, and we are surprised that there has been little or no reference to it when companies have been formed for the purpose of providing the expenses and sharing in the profits of future litigation. Turning to the law applicable to the case, we find that champerty is the act of maintaining one of the parties to an action in consideration of receiving part of the thing in suit. Maintenance is the act of maintaining another without any contract to have part of the thing in suit. In HAWKINS's Pleas of the Crown it is further stated that all maintenance is strictly prohibited by the common law, as having a manifest tendency to oppression by encouraging and assisting persons to persist in suits which perhaps they would not venture to go on with on their own responsibility, and, therefore, all offenders of this kind are not only liable to an action of maintenance at the suit of the party grieved, wherein they shall render such damages as shall be answerable to the injury done to the plaintiff, but they may also be indicted as offenders against public justice and adjudged to such fine and imprisonment as shall be answerable to the injury done to the plaintiff. It is difficult to see why a company, the express object of which is to provide a fund for the maintenance of litigation, and to secure a division among the shareholders of the profits of this litigation, has not brought itself within the prohibitions of the law of maintenance and champerty; but we are not aware of any decision on the point. The Companies Acts appear to contain no check against the registration of such a company, and any proceeding to render it liable to penalties under the criminal law would be expensive and uncertain.

The Administration of the Law of Libel in England and the United States.

THOSE WHO remember that the present sittings in the King's Bench Division commenced with a list of 200 actions for trial by special juries may feel some surprise at the time recently occupied by an action for a newspaper libel, growing out of an election squabble. Two days or more were occupied by the examination and cross-examination of the plaintiff and the defendant and the evidence of other witnesses, and the speeches of counsel pursued their course in the same unrestricted fashion. The language of political articles in English newspapers is mild and temperate compared to that employed in similar publications in the early part of the last century, but a reference to the annual digests will shew that there is at the present day no appearance of any falling off in the number of actions for newspaper libel. The Legislature has from time to time passed laws which impose some check upon these actions, but it may be hoped that the time will never come when comments upon politicians are as much beyond the reach of the law as they appear to be in the United States. Mr. H. W. LUCY, in an article in the *Cornhill Magazine*, in giving his impressions of American newspapers, formed during a visit to New York, observes: "To describe in detail how a public man has, through devious courses, dipped his hand in the civic purse, is in New York during the week of contest for civic supremacy merely a *façon de parler*. To call a fellow citizen a perjurer and thief is but a form of American humour. No one seemed a penny the worse, nor did the person attacked take any pains to correct possible misrepresentation. He was content with the retort, 'You're another,' pleased if he could sharpen its blunted edge by advancing an even graver counter-charge." Actions for defamation may be too numerous in this country, but if they have had any share in maintaining the standard of order and decency which is followed by those who comment upon the vicissitudes of English political life, we may hesitate before asking for any limitation on the existing law.

Rights of Manager under Theatrical Contract.

THE SIXTH Chamber of the Tribunal of the Seine has just given its decision in an action brought by a well-known actress to recover the sum of 15,000 francs from the manager of a theatre as a fine payable for breach of contract. The plaintiff had been engaged by the defendant to take one of the leading characters in a play called "Paraitre" during a tour in the provinces. After attending some of the rehearsals she was dismissed by the defendant on the ground that she was wholly incompetent to perform the part allotted to her. The defendant gave evidence in support of his own view, and supported it by the testimony of several members of the company of players. The answer of the plaintiff was that this evidence was irrelevant, for an actress to whom a part had been assigned by a theatrical contract had an absolute right to perform it, at any rate until after the public had given its opinion upon the merits of the performance. The defendant had, therefore, in any case been guilty of a breach of his contract; but the plaintiff also called evidence to shew that she had on previous occasions filled the same part with credit at one of the leading theatres of Paris. The tribunal considered that the defence failed, and gave judgment for the plaintiff. We cannot remember any case in which a London manager has asserted his right to dismiss an actor to whom a leading part had been allotted on the ground that the actor's performance during the rehearsals was such as to justify a peremptory determination of the engagement. We will assume that the actor has attended the rehearsals with punctuality, and that he is "perfect" so far as the recollection of the words of his part is concerned. Are the management, who have engaged him on the strength of his previous reputation, to be allowed to say that his performance before the restricted audience, which they have themselves selected, is so unsatisfactory that they decline to allow him to appear in public at their theatre, and that they propose to appoint a substitute in his place? The more reasonable construction of an agreement which contained no express provision on the subject would appear to be, that the actor must be allowed to go on the stage, so that it may be seen whether the public share the opinion of the management as to the inefficiency of the performer.

Wife's Right to be Supported by Her Husband.

THE COMMON LAW right of a wife to be supported by her husband is recognized in the leading text-books on the law of husband and wife, but the measure of the husband's liability cannot be said to be clearly ascertained. In the Act 5 Geo. 4, c. 83, s. 3, it is enacted that every person being able, wholly or in part, to maintain himself or herself or his or her family by work or by other means, and wilfully refusing or neglecting so to do—by which refusal or neglect he or she, or any of his or her family "whom he or she may be legally bound to maintain," shall have become chargeable to any parish—is liable to imprisonment with hard labour. The statute assumes that the husband is bound to maintain his family, and in several learned works his liability is affirmed in language similar to that of the New York Civil Code, which enacts that the husband must support himself and his wife out of his property or by his labour. If the husband neglects to make adequate provision for the support of his wife, any other person may supply her with articles necessary for her support and recover the reasonable value thereof from her husband. But the law, in the case of a wife living in the same dwelling with her husband, gives her no immediate right to enforce in a court of justice her right to support by him. She can only assert her claim by inducing third persons to supply her with what the law calls necessaries, and leaving them to recover the value of what they have supplied from her husband. But the latest judicial decisions leave it more than doubtful whether a husband who has expressly revoked any authority on the part of the wife to pledge his credit can be made liable in an action for food and clothing supplied to the wife, even though he has omitted to supply her with necessaries and the articles for the price of which the action is brought are suitable for her estate and

degree. In *Debenham* v. *Mellon* (6 App. Cas. 24), in which the law laid down in *Jolly* v. *Rees* (15 C. B. N. S. 628) was affirmed, Lord BLACKBURN observes: "If there had been cruelty, so that the wife had not been supplied with what was proper for her estate and condition, a different question might arise as to the extent to which her authority to pledge the credit of her husband could be revoked." But this question remains to be decided, and until the supreme court of appeal has given a determination upon it, it seems scarcely accurate to speak of the wife's legal right to support by her husband.

The Law as to the Acquisition of Light.

THE DECISION of PARKER, J., in *Hyman* v. *Van den Bergh* (1907, 2 Ch. 522) (commented on *ante*, p. 40) seems to throw the law regarding the acquisition of light into some confusion, but we cannot think that it will have the far-reaching effect suggested in argument by the plaintiff's counsel (p. 522)—namely, that a landlord who has acquired the right of access of light to his property may have his rights given away by his tenant. For, as is pointed out by PARKER, J., in his judgment (p. 524), the plaintiff might have set up a title based upon a lost grant. Formerly it was the common practice to plead in such cases (1) Enjoyment for twenty years before action, (2) enjoyment for forty years before action, (3) enjoyment from time immemorial, (4) lost grant; while it was long ago held that the Prescription Act, 1832, did not take away any of the modes of claiming easements: *Aynsley* v. *Glover* (1875, 10 Ch. 283). The Real Property Commissioners thought that the necessity of alleging the grant of an easement in pleading might in all cases be dispensed with (see First Report, p. 52), and the Prescription Act was undoubtedly intended to give effect to this view. It would seem, therefore, that the immediate effect of the decision in *Hyman* v. *Van den Bergh* may be to revive a long obsolete technical rule of pleading.

Setting Down Appeals in the Chancery Division.

A PRACTICE exists on setting down appeals in the Chancery Division which, by reason of its extreme stringency, places solicitors in considerable difficulty, and we are not without hope that this stringency may be relaxed when the difficulties and dangers are explained. An appellant is required by the statutory form (R.S.C., Appx. B, Part II., No. 18; 2 Ann. Prac., p. 40) to name in his notice of appeal the date of hearing, and, if we are correctly informed, the practice to which we refer requires him to name as the day of hearing the day immediately succeeding the expiration of the time prescribed for notice of appeal by R.S.C. ord. 58, r. 3. If he names a date later even by a single day, the entry of his notice of appeal is refused.

Ord. 58, r. 3, is in the following words: "Notice of appeal from any judgment, whether final or interlocutory, or from a final order, shall be a fourteen days' notice, and notice of appeal from any interlocutory order shall be a four days' notice." The solicitor, therefore, who serves notice of appeal has to insert a date for the motion to be heard which shall comply with this rule, irrespectively of the date when the appeal may come into the paper for hearing, which depends, of course, on the state of the list. He must not name a day which gives the respondent less than the prescribed number of days' notice, for otherwise his notice would be bad on the face of it; and, in Chancery appeals, he must not name a day later than the first day after the expiration of the notice.

His first duty, therefore, is to interpret for himself the precise meaning in computation of time of the phrase which occurs so frequently in Rules of Court—namely, "A —— days' notice," which, curiously enough, has not, we believe, been interpreted by any decided case. Knowing, as he does, the paramount necessity of not giving a day less than the required notice, he, not unnaturally, inclines to add for safety a day or two to the length of notice. But if he thus ventures to secure safety for his client, he finds that, in the Chancery Division at least, his notice is rejected as bad, and, possibly, that he has thereby lost the right to appeal by effluxion of time to appeal. For the practice in the Chancery Division, as we have said, requires that the date named in the notice of appeal shall be the exact day, and no other, which gives the precise number of prescribed days' notice and no more. It will be readily understood that this is a serious matter for a legal practitioner, and in case it should be thought that the problem thus set him by the stringent practice we have mentioned is so simple a matter that he ought to be in no difficulty in deciding it for himself, we will examine more closely the meaning to be attached to "a —— days' notice," in the circumstances of a notice of appeal, or of trial.

For the purpose of our illustration, we will take the fourteen days' notice for final appeals, and we will assume that the notice is served by delivery at the address for service on the 1st of January before 6 p.m., or before 2 p.m. if that day is a Saturday. The day of service is excluded in computing the time (ord. 64, r. 12), therefore the 1st of January does not count, and the fourteen days' notice expires on the 15th of January. Can the day of hearing named in the notice be the 15th of January? That is the first debateable point, but here we have some authority to guide us. Section 51 of the Companies Act, 1862, provides that a resolution of a company shall be deemed to be special when it has been passed at a general meeting, and has been confirmed at a subsequent meeting "held *at an interval of not less than fourteen days*" from the date of the first meeting. In *Re Railway Sleepers Supply Co.* (1885, 29 Ch. D. 204) it was held that the subsequent meeting to confirm held on the fourteenth day was bad. In so deciding, the court held that the term "not less than fourteen days" meant only the same as "fourteen days," and that as a "day" in law was not divisible, the last of the fourteen days belonged to the interval, and the meeting to confirm the company's resolution could not be held until the next day. Applying this to "a fourteen days' notice," which has been held to be synonymous with "not less than fourteen days," the fourteenth day after service of a notice of appeal, exclusive of the day of service (ord. 64, r. 12), must be included in the length of notice to the respondent, and the first possible day of hearing must be the day following the fourteenth day.

Having established this preliminary point—namely, that the whole fourteen days of notice must expire before the day named for hearing—we will state the variations affecting these time fixtures contained in other Rules of Court, the consideration of which is imposed upon the appellant's solicitor in order to ascertain exactly the first, and in Chancery the only, day he is entitled to name as the day of hearing. If these variations appear to be an absurd mass of unnecessary complications—as, indeed, they are—we can only ask our readers to absolve us from all responsibility on that account, for we shall state nothing but what is prescribed by the Rules of the Supreme Court. No part of our code of procedure is so confused and so bewilderingly complicated as its expressions and fixtures of time, and no part of it calls more urgently for careful revision and simplification. For the sake of brevity, and in order to attain, if possible, some degree of clearness, we will state the variations referred to in somewhat tabular form, merely premising that, though for illustration we deal only with a fourteen days' notice of appeal, the same variations exist with regard to all other notices of motion, and all notices of trial.

I.—*Service effected by delivery at the address for service.*

(*a*) Notice of appeal (final) served before 6 p.m. on any week-day except Saturday. The first day which can be named for hearing must be *the 15th day* after the day of service, exclusive of the day of service (ord. 64, rr. 11, 12; ord. 67, r. 2).

(*b*) The same served after 6 p.m.: the day of service counts as if effected on the next day (ord. 64, r. 11). The first day which can be named for hearing must be *the 16th day* after the day the notice was actually delivered at the address for service, exclusive of the day of actual delivery, which does not count. Nor does the next day count, which is the computed day of service (ord. 64, r. 11), and is excluded (ord. 64, r. 12).

(*c*) The same served before 2 p.m. on a Saturday: the

Saturday being excluded (ord. 64, r. 12), the fourteen days' notice commences to count from the Sunday, inclusive, and terminates on the following Saturday week, the fourteenth day of notice. The fifteenth day, being a Sunday, cannot be named as the day of hearing, therefore the first day which can be named for hearing is Monday, *the 16th day* after the day of service, exclusive of the day of service (ord. 64, rr. 11, 12).

(*d*) The same if served after 2 p.m. on a Saturday. It is here necessary to give dates in order to be intelligible. Notice of appeal served on Saturday, the 1st of January, after 2 p.m. The service counts as if effected on the following Monday, the 3rd of January (ord. 64, r. 11). The day of service being excluded (ord. 64, r. 12), the fourteen days' notice commences on the 4th of January and ends on the 17th of January, and the first possible day which can be named for hearing is Tuesday, the 18th of January, or *the 17th day* after the day of actual delivery, exclusive of the day of delivery.

In cases of service by registered post, under ord. 67, r. 2, a fresh additional difficulty presents itself to a solicitor compelled by the practice of the Chancery Division to name the first possible day for hearing, and no other; and though we have no taste for these hair-splitting technicalities, we must deal with them, because they are so stringently forced upon solicitors. Ord. 67, r. 2, enables a notice of trial, or of appeal, to be served by posting it in a prepaid registered envelope addressed to the person to be served at the address for service: and provides that "the time at which the document so posted would be delivered in the ordinary course of post shall be considered as the time of service thereof." The fresh difficulties referred to are as follows:

II.—*Service by registered post.*

(i.) What, exactly, is the ordinary course of post in the London district?

(ii.) If the appellant posts his notice at 3 p.m. on any week-day except Saturday, will delivery in London in ordinary course of post be due before 6 p.m., so as to count for service on the same day (ord. 64, r. 11)? If in doubt, will he be permitted to name the day for hearing as if the service had to count as of the following day, bearing in mind the stringent rule of practice we have referred to?

(iii.) If he posts his registered envelope on a Saturday, he must clearly name a day for hearing counting Monday as the day of service, because there is no delivery of letters in London on a Sunday, and, if delivered on the Saturday after 2 p.m., the effect would be the same (ord. 64, r. 11). But if the Saturday happens to be that immediately preceding the first Monday in August, or Whit Monday, or Boxing Day, which are Bank Holidays, will he have to count either of those Mondays as the day of service, or to count the service as if effected on the Tuesday following? According to the terms of ord. 67, r. 2, this depends on whether letters are delivered on those days, and he has to be exact in naming the right day of hearing. He is not permitted to add on two or three days for safety.

When the above complications are fairly considered, it must surely be apparent that it is hard to expect every plaintiff in giving notice of trial, and every appellant in giving notice of appeal, to bear them all in mind when he fills in the date of hearing in his notice, and to deny him the right to add a few days in order to protect himself from making the fatal mistake of accidentally giving the defendant, or respondent, one day less than the prescribed number of days' notice.

We come now to the most important point connected with this stringency of practice—namely, the danger which the department runs in its rigid enforcement of absolute exactitude: the danger, that is, of rejecting a notice of trial which is in truth valid, but is regarded as invalid owing to an accidental omission to remember one or other of the provisions above referred to, which vary the incidence of the time-fixture in particular cases. The effect of such a mistake might be to wrongly deprive the appellant of his right to appeal. He might have given his notice of appeal only a day or two before the expiration of his time for appealing, and, if his notice was bad, his right of appeal could be taken away from him by preliminary objection at the hearing. Seeing that the Court of Appeal has recently held that a mistake by counsel is no ground for extending the time for appealing (*Re Coles and Ravenshear*, 1907, 1 K. B. 1, C.A.), and it has been also decided that the mistake of the solicitor provides no such ground (*Re Helsby*, 1894, 1 Q. B. 742, C.A.); nor the mistake of the registrar's clerk (*Ex parte Viney*, 1877, 4 Ch. D. 794, C.A.), it is necessary that a department which enforces exactitude on setting down appeals should be itself exact, and incapable of erring.

We have before us as we write the papers in a Chancery action in which an appeal is pending, and in which the first notice of appeal tendered for entry was, in our opinion, perfectly correct, but was rejected in consequence of the stringent rule of practice referred to. A second notice of appeal was then drawn up and served, strictly in accordance with the expressed requirements of the department, and this second notice was accepted, though it was in fact bad in law, because the computation of time enforced on the solicitor was wrong in the circumstances of the case. If a preliminary objection is taken at the hearing in that case, and decided in accordance with the cases cited above, the appeal will be ruled out. We give the actual dates, to shew the reality of the danger to which we are now particularly referring.

First Notice.—Notice of appeal served under ord. 67, r. 2, by posting on the 20th of November. Day of service, the 21st of November (which in the computation is excluded, ord. 64, r. 12). The fourteen days' notice, under ord. 58, r. 3, expires on the 5th of December. The day named in the notice for hearing was the 7th of December. It will be seen that the solicitor might have named the 6th of December, and his notice was, after consideration, refused by the department because he had named the 7th of December.

Second Notice, drawn to meet the requirements of the department.—Notice of appeal served on the 23rd of November by delivery. The day of hearing was, *at the instance of the department*, named as the 7th of December.

Now, this second notice was clearly bad on the face of it, for it only gave a thirteen days' notice to the respondent, instead of a fourteen days' notice, as prescribed by ord. 58, r. 3. The day of service, the 23rd of November, does not count (ord. 64, r. 12). The fourteen days' notice, therefore, expires on Saturday, the 7th of December. As we have shewn at the outset, the last day of notice must expire before the day named for hearing. The 7th of December is a Saturday, and the first day which could properly be named as the day of hearing is Monday, the 9th of December. If the objection is taken at the hearing, the appeal may be dismissed because the notice is bad, although the wrong day of hearing was forced upon the solicitor by the department: see *Ex parte Viney* (*ubi supra*).

The real object of the prescribed length of notice, we submit, is to secure absolutely to the defendant, or respondent, the required length of notice, not to prevent the plaintiff or appellant from giving him, for good reason, a few days longer.

Now we come to the most striking fact of the whole of this matter. In the above remarks we have referred only to the Chancery Division. The reason is that in the King's Bench Division the practice of imposing on an appellant giving notice of appeal, or a plaintiff giving notice of trial, the necessity of naming in his notice as the day of hearing the first possible day and no other, does not exist. So long as the day named includes a complete fourteen days' notice, or the full number of days otherwise prescribed, no objection is taken on entering the appeal or trial to the addition of a few days, so long as it is apparent that the later date is not named for purposes of delay.

In the case of notices of trial, it is no great matter, perhaps, that two Divisions of the High Court should differ in practice to this extent. But the Court of Appeal is one court, sitting in two portions, and it is surely a misfortune, and a great addition to the perplexities of legal practitioners, that two parts of one court should each have a different practice from the other, and

should each place a different construction on the same rule which governs them both.

We will only add one further observation. The King's Bench practice appears to us to be more consistent with the rules and cases on computation of time than does the Chancery practice. We have failed to find a single fixture of time which ties either of the parties affected to one single day and no other for the performance of any act to be done. One of two limitations of time are made by Rules of Court. Either the time within which an act may be done, in which case it may be done on any day up to and including the last day; or the time before the expiration of which an act cannot be done, in which case there is no expression in any time-fixture which prevents the party from performing the act on a subsequent day. Ord. 58, r. 3, is no exception to this. It merely prescribes the length of notice which must be given. It does not provide that the day of hearing must follow on the next day afterwards. It does not refer at all to the day of hearing, nor, so far as we are aware, does any other rule, or any decided case. It surely savours of unconscious irony to compel an appellant in a final appeal to name the fifteenth day from service of the notice as the day of hearing, and refuse his notice if it names a single day later, when he knows that the actual day when it will come into the paper for hearing is more nearly fifteen weeks distant than fifteen days.

Damage by Subsidence.

In commenting, two years ago, on the result of *Tunnicliffe & Hampson (Limited)* v. *West Leigh Colliery Co. (Limited)* (1905, 2 Ch. 390), before Swinfen Eady, J., we observed that the correctness of his decision could hardly be doubtful, having regard to the rule established by *Darley Main Colliery Co.* v. *Mitchell* (11 App. Cas. 127), and this comment has been justified by the judgment of the House of Lords—*West Leigh Colliery Co.* v. *Tunnicliffe & Hampson*—delivered this week (reported elsewhere); though the difficulties of the point at issue have been emphasized by the contrary view taken in the Court of Appeal (1906, 2 Ch. 22). And, indeed, the outcome of the litigation is to exhibit in a very unenviable light the position of a surface owner underneath whose property mining operations have been, or are still, going on. The hollowing out of the substratum is no infringement of his rights, and furnishes him with no right of action, although he may live in daily expectation of his buildings collapsing, and although, if he attempts to sell, he must submit to a serious deduction from the former value of the property. If at length his expectations are realized, and damage appears in the buildings, the law now vouchsafes to him a right of action, and he can recover damages for the loss thus caused. The working in itself was not unlawful, but the loss which results from it is unlawful. At any rate it is a wrong to the surface owner, and he is entitled to compensation. But this right can only be enforced against the person responsible for the workings: it cannot be enforced against the owner of the substratum at the time when the damage occurs. Hence, if the person thus responsible is dead, or if he has become insolvent, the claim to compensation becomes futile, or is only partially effective.

But it is by no means certain that the first subsidence will exhaust the damage. On the contrary, it serves to reveal the danger, and it is likely to be the forerunner of further and more serious disaster. This, however, is no reason for increasing the amount of damages which the surface owner can immediately claim. He can prove the actual loss which the first subsidence has caused, and this will be awarded to him as compensation. The fact that this has occurred may knock many thousand pounds off the value of his land, and perhaps make it unsaleable, but nothing further can be allowed on this head. To recover additional compensation he must wait till further physical damage has been suffered, and so on from time to time, until the subsidences have finally ceased or his property has disappeared. This was the view taken by Swinfen Eady, J., and now affirmed by the House of Lords, but from which the majority of the Court of Appeal (Collins, M.R., and Cozens-Hardy, L.J., Romer, L.J., *diss.*) withheld their assent.

The figures in the present case will serve to give concrete form to the above statement. The defendant company—the appellants in the appeal—had in the course of their mining operations removed minerals required for the support of the plaintiff company's mills. This had resulted in subsidence, causing injury to the mills, and the defendants, whose mining operations in the neighbourhood of the mills had ceased, admitted liability. It was referred to the official referee to assess the damage, and this he did under two heads. The actual physical injury to the mills he put at £1,300, this being the cost of the repairs which required to be immediately done. But in addition to the physical damage, he also had regard to the depreciation in the value of the property, a depreciation which he measured by the difference in the market value of the property before and after the damage. Calculating this at 15 per cent. of the value of the property before the subsidence—namely, £88,000—the official referee assessed the second head of damages at £13,200. The question in dispute was whether this latter sum was properly included in the damages payable by the defendants in the present action.

As stated above, the original working gave no cause of action prior to the subsidence. For that *Backhouse* v. *Bonomi* (9 H. L. C. 503) is the authority. It was there held that in a case of damage by subsidence, it is the damage which gives the cause of action: not the excavation to which the damage is due. The right of the surface owner is "to the ordinary enjoyment of his land, and till that ordinary enjoyment is interfered with he has nothing of which to complain": per Lord Cranworth. "I think it is abundantly clear, both upon principle and upon authority, that when the enjoyment of the house is interfered with by the actual occurrence of the mischief, the cause of action then arises, and that the action may then be maintained": per Lord Westbury, C. There is no allowance here for threatened mischief or for depreciation in the value of the surface property. Until there is physical damage there is no cause of action at all.

But when damage has once been suffered, and a right of action has accrued, is it not then possible to recover in this action the whole loss in respect of the property, whether past or prospective? This question is answered by the decision of the House of Lords in *Darley Main Colliery Co.* v. *Mitchell (suprà)*. Each new subsidence, although proceeding from the same original working, gives a new cause of action for which damages may be recovered, and the surface owner cannot recover in his first action damages which are properly recoverable in a future action. This application of *Darley Main Colliery Company* v. action. This application of the *Darley Main Colliery Co.* v. *Mitchell* to the present case the Court of Appeal, however, denied. The general rule in assessing damages is to measure them by the depreciation in selling value before and after the injury, and the majority of the court saw no reason for excluding this rule in assessing damages for a first subsidence. It was recognized that a second subsidence would give a fresh cause of action and a fresh claim to damages, but in such action the damages would have to be correspondingly reduced. Thus, to carry on the figures in the present case, on the first subsidence the actual damage was £1,300, the depreciation in value was £13,200. If at any time further subsidences occurred which resulted in actual damage exceeding the latter sum—say, £16,200—then the surplus only—£3,000—would be recoverable. In this way the majority of the Court of Appeal reconciled the successive causes of action sanctioned by *Darley Main Colliery Co.* v. *Mitchell (suprà)* with the rule that when once a cause of action has accrued the damages are measured by the depreciation in selling value.

But the reasoning, though *primâ facie* conclusive, has a weak point. If, after the cause of action for the subsidence has been completed by the occurrence of injury, the damages are to include not only the actual loss, but depreciation in selling value, then the depreciation in selling value is by itself an independent head of damage which ought to be recoverable even before actual injury. But this, as Romer, L.J., pointed out in the Court of Appeal, is not admissible. "If," he said, "without any subsidence having occurred, the existence of the workings became known, and fear of a subsidence to arise therefrom arose,

and so caused a depreciation in the value of the land, the loss thereby occasioned to the owner of the land would form no cause of action and could not be recovered by him." And loss which forms no cause of action by itself cannot be added to loss which does form a cause of action; in other words, loss which occurs before actual physical injury from subsidence has given a cause of action cannot be added to the damages recoverable after the subsidence. This was clearly put by Lord MACNAGHTEN in the present judgment: "If depreciation caused by apprehension of future mischief does not furnish a cause of action by itself, because there is no legal wrong, though the damage may be very great, it is difficult to see how the missing element can be supplied by presenting the claim in respect of depreciation tacked on to a claim in respect of a wrong admittedly actionable."

This really disposes of the matter. *Backhouse* v. *Bonomi* forbids any cause of action until subsidence has occurred and has caused actual physical injury; *Darley Main Colliery Co.* v. *Mitchell*, by giving a fresh cause of action with each fresh injury from subsidence, forbids that the damages in the first action should be prospective, and also limits the damages in each successive action to the physical injury then occasioned. There is no room in this chain of actions to give damages for general depreciation. Such depreciation is not recognized as a head of damage prior to actual subsidence, nor is it reckoned as a head of damage after subsidence. The surface owner is limited to his claims for actual damage as they from time to time arise, and he has also to run the risk that, when they do arise, there may be no person in existence against whom they can be effectively asserted. If he has to sell the property either before actual subsidence, but when the risk of subsidence has become known; or after subsidence, when this risk has become an accomplished fact with fair promise of further subsidence; and if he suffers thereby a diminution in the selling price, he must put up with the loss.

A result apparently so unfair requires some justification, and Lord MACNAGHTEN found it in the original fault of the surface owner. "Speaking for myself, I cannot help thinking that a surface owner who complains of depreciation in the value of his property caused by underground workings is not wholly free from blame himself. In a sense it is his own folly. He has erected buildings or acquired buildings erected upon ground which is, or may be, undermined. So long as there are no underground workings, or it is taken for granted that his buildings rest upon a foundation that is solid throughout, all is well. But when it becomes known from some accident in the neighbourhood, or from evidence given in court, or in some other way, that his buildings have beneath them a cavity or hollow, then people begin to think that it is probable, or at least possible, that some day his land, with the buildings upon it, may be let down. The secret has come out, and the character of his property suffers in public estimation. In truth, surface ground, with a stratum beneath it belonging to a different owner from which the minerals have been or are liable to be removed, is not justly entitled to the credit of absolute stability." This is equivalent to saying that the right of support from the substratum which the owner is assumed to have is a very imperfect right. And it may be suggested that the position of the surface owner is not due so much to any imprudence on his part, as to the manner in which the previous decisions of the House of Lords have failed to give the right of support adequate sanction. The law, however, is now settled, and upon any sale of minerals separate from the surface, but with a reservation of the right of support, it must be recognised that this right is incomplete, and that, in spite of the reservation, the existence of the underground workings may cause a substantial depreciation in the value of the surface property in the event of a sale for which the surface owner can recover no compensation.

The fiftieth meeting of the Bankruptcy Law Amendment Committee was held on the 27th ult., at the Royal Courts of Justice, under the presidency of Mr. Muir Mackenzie (the chairman), when the committee concluded the consideration of the chairman's memorandum dealing with the results of the evidence taken by the committee, and adjourned *sine die* for the preparation by the chairman of the draft report.

Reviews.

County Court Practice.

COUNTY COURT PRACTICE MADE EASY; OR, DEBT COLLECTION SIMPLIFIED. By A SOLICITOR. THIRD (REVISED AND ENLARGED) EDITION. Effingham Wilson.

This little book is intended to make county court procedure in a simple debt-collecting case easy for a creditor who wishes to sue in person, and it should be useful to solicitors' clerks who have still their experience to gain. Part I. explains in detail the successive steps to be taken by the plaintiff in suing under an ordinary summons; Part II. does the same for procedure by default summons; Part III. instructs the defendant how to defend the claim. The whole is written in a lively and interesting manner so as to give the reader the impression that county court proceedings are nearly, if not quite, as good as a play. The book will be of service where the standard works would overshoot the mark.

Bills of Exchange.

BILLS, CHEQUES, AND NOTES: A HANDBOOK FOR BUSINESS MEN AND COMMERCIAL STUDENTS; TOGETHER WITH THE BILLS OF EXCHANGE ACT, 1882, AND THE BILLS OF EXCHANGE (CROSSED CHEQUES) ACT, 1906. Sir Isaac Pitman & Sons (Limited).

This is a useful explanation of practical matters arising in relation to bills, cheques, and notes. On points of law it is always possible to refer to the Bills of Exchange Act, 1882, and to the authorities, but the actual dealing with these instruments can conveniently be made the subject of a different style of treatment. In regard to crossed cheques, for instance, the liabilities of the various persons and banks through whose hands the cheque passes are clearly stated, and are illustrated by examples. The effect of the change as regards collecting banks made by the Act of 1906 is pointed out, and the result of the additions, "not negotiable" and "account of payee," explained. The book will be found to be a useful companion to the Act of 1882.

Books of the Week.

A New Guide to the Bar, containing the Most Recent Regulations and Examination Papers and a Critical Essay on the Present Condition of the Bar of England. By L. L. B., Barrister-at-Law. Third Edition. Sweet & Maxwell (Limited).

Adulteration of Food; Statutes and Cases dealing with Coffee, Tea, Bread, Seeds, Food and Drugs, Margarine, Milk-blended Butter, Fertilisers and Feeding Stuffs, &c. By DOUGLAS C. BARTLEY, Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

The English Reports, Vol. LXXIX.: King's Bench Division VIII., containing Croke Jac; Croke Car; Popham. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Conveyancing Costs (Rubinstein's): The Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44), and the General Order made in Pursuance thereof, Land Registry Acts, Rules, Fees, and Costs, with Comprehensive Tables shewing the Remuneration under each Head, and Introduction, Summary, Notes, Precedents, Appendix, and Decisions under the Acts: being a Complete Guide to the Scale of Charges. By J. F. C. BENNETT, Solicitor. Tenth Edition, Revised and Corrected up to Date. Waterlow Bros. & Layton (Limited).

The Stamp Laws as Charged by the Stamp Act, 1891 (54 & 55 Vict. c. 39), together with all Amendments and Cases and Notes as to Adjudications and General Practice. With Schedule of Duties and Regulations as to Stamping; also the Stamp Duties Management Act, 1891 (54 & 55 Vict. c. 38), with the Duties and Fees payable on many Miscellaneous Instruments. Eleventh Edition. Waterlow Bros. & Layton (Limited).

Railway Rates and Charges Orders: The Law under the Railway Rates and Charges Orders Confirmation Acts, 1891 and 1892, and the Railway and Canal Traffic Act, 1894, with Explanatory Notes and Decisions. By HAROLD RUSSELL, Barrister-at-Law. Stevens & Sons (Limited).

The Weights and Measures Acts, 1878 to 1904, with the Board of Trade Regulations and other Statutes Relating Thereto. By W. ERIC BOUSFIELD, Barrister-at-Law. With a Preface by W. R. BOUSFIELD, K.C. Stevens & Sons (Limited).

Mr. Robert Wallace, K.C., presided at the fifth annual dinner of the London Magistrates' Club, at the Whitehall Rooms, on Tuesday evening. Mr. Gladstone, Secretary of State for the Home Department, was the guest of the evening.

New Orders, &c.

County Court Fees.

Treasury Order, dated October 22, 1907, Regulating Fees in County Courts.

In pursuance of the powers given by the County Courts Act, 1888, and of all other powers enabling Us in this behalf, We, the undersigned, being two of the Commissioners of His Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that on and after the 1st day of December, 1907, the following alterations in the Treasury Order regulating Fees in County Courts, dated the 30th day of December, 1903, shall have effect.

Joseph A. Pease.
J. Herbert Lewis.

I approve of this Order,
Loreburn, C.

Schedule B. Part I.

High Baliff's Fees.

In Paragraph 37, after the word "proceeding" in the first line, insert the following words, viz., "or where notice of a claim to or in respect of any goods or chattels taken in execution is sent to an execution creditor under Order XXVII., rule 1."

CASES OF THE WEEK.

House of Lords.

COMMISSIONERS OF INLAND REVENUE *v.* MAPLE & CO. (PARIS) (LIM.). 1st May; 27th Nov.

Revenue—Stamp Duty—Sale and Conveyance—"Thing Done or to be Done in Any Part of the United Kingdom"—Stamp Act, 1891 (54 & 55 Vict. c. 39), ss. 14, 54.

A company which was registered in England, and which had a branch business in Paris, by an instrument in writing executed in France and drawn up in French, transferred to a new company, also registered in England, all its business and assets in France, and in consideration thereof the new company issued and allotted to the old company in England 72,000 £1 *shares in the new company. The question was, what stamp duty (if any) was that instrument to be stamped with? The commissioners were of opinion that it was a "conveyance on sale," and under section* 14, *sub-section* 1, *and section* 54 *of the Stamp Act,* 1891, *should be stamped with an* ad valorem *stamp which would amount to* £360. *The company appealed. The Court of Appeal (Fletcher Moulton and Farwell, L.JJ., Collins, M.R., dissenting), affirming the judgment of Walton, J., who had reversed the decision of the commissioners, held that the instrument, having been executed abroad and dealing solely with property locally situated out of the United Kingdom, was only chargeable with a sixpenny stamp as an agreement. The Crown appealed.*

Held, that the opinion of the commissioners was right, and therefore the appeal of the Crown was allowed with costs.

Appeal by the Crown from a decision of the Court of Appeal (Fletcher Moulton and Farwell, L.JJ., Collins, M.R., dissenting), dismissing with costs an appeal by the present appellants from a judgment of Walton, J., upon a special case stated by the Commissioners of Inland Revenue. The decisions in the courts below are reported 1906, 1 K. B. 591 and 1906, 2 K. B. 834. Messrs. Maple & Co., of Tottenham Court-road, had some years ago opened a branch in Paris which proved very successful. In June, 1905, an arrangement was come to by which the business in Paris was to become a distinct company, and a deed was drawn up in Paris and executed there whereby the London company agreed, in consideration of 72,000 one pound shares of the new company being transferred into the name of the old company, to transfer the whole of the Paris company to the new company. This document was known in French law as a deed of "apport," and was not liable as a conveyance on sale to be stamped. This document having been presented to the commissioners to say what stamp duty (if any) beyond a sixpenny impressed stamp it should bear in this country in order to make the transfer of the shares valid, they decided that it was a conveyance on sale within section 54 of the Act of 1891, and it was liable to be stamped with a £360 stamp, being the *ad valorem* duty of 10s. for each £100. Walton, J., accepted the contention of the company that the deed should only bear a sixpenny stamp as an agreement. The Court of Appeal affirmed by a majority that decision. Hence the appeal by the Crown to their lordships' House.

The House took time to consider.

Lord Loreburn, C., said he had seen the judgment about to be delivered by Lord Macnaghten, and he agreed with it.

Lord Macnaghten then read the following judgment: This case seems to me to be very plain and very simple. But I express my opinion with diffidence, because I find that the view which I venture to think so plain and so simple has been described by one of the learned Lords Justices in a most elaborate judgment as based on premisses which are absurd and ridiculous. There are no facts in dispute. [His lordship then stated the facts, and, continuing, said:] I think that there can be no doubt that the deed of the 5th of June, 1905, is a "conveyance on sale" within the meaning of the Act of 1891, having regard to the definition contained in section 54. It is an "instrument whereby . . . property . . . upon the sale thereof is transferred to . . . a purchaser." According to French law, too, if that is material, it is a conveyance on sale, although it appears that in the absence of registration a purchaser without notice might obtain a preferential title. Then comes the question: How is the expression "conveyance on sale" to be understood? What limitations are to be placed upon it? Is it to be limited to conveyances executed in the United Kingdom? Such a limitation would be unreasonable when the instrument operates on property situate in the United Kingdom. A trip across the Channel would afford ready means of evading duty. Now, section 14, sub-section 4, of the Stamp Act, 1891, shews that it was not intended so to limit the expression. Why may not that sub-section be referred to for the purpose of shewing that conveyances on sale executed abroad are chargeable with duty when they relate "to any matter or thing done or to be done in any part of the United Kingdom," as well as when they relate to any property situate in the United Kingdom? Speaking for myself, I have some difficulty in seeing why it should be assumed that this instrument does not relate to property situate in the United Kingdom. The Act speaks of the "instrument." The provision is not confined to the operative part of the instrument. It speaks of the instrument as "relating to" certain subjects. There is no expression more general or far-reaching than that. This instrument relates to the capital of the new company, out of which it was agreed that a specified number of shares should be appropriated and allotted to the old company. The share capital of the new company, if it was situated anywhere, was situate in England. In my opinion, therefore, this instrument does relate to property situate in England. It certainly relates to something to be done in England. It relates to the registration in the name of the old company of the shares which were to be allotted in an English company as the consideration for the purchase of the French property. It seems to me, though I still speak with great diffidence, that the learned judge of Appeal who gave the leading judgment in favour of the respondents has not paid sufficient attention to two points which appear to me to be clear enough. In the first place, it must always be borne in mind that as regards conveyances on sale the charge is on instruments, not on persons. In the next place, I think it is clear that there is nothing criminal in a purchaser omitting to stamp his conveyance. By such an omission he commits no breach of duty. He does nothing wrong. The instrument if not duly stamped cannot be put in evidence or made available for any purpose. That is all. The purchaser need not go about in fear of the Attorney-General pouncing upon him and getting him fined. The fines spoken of in section 15 are not, as one of the Lords Justices seems to think, fines to which a purchaser becomes liable by not stamping his conveyance, but fines which he has to pay for the privilege of stamping his conveyance if he wants to get it stamped after the prescribed period. I agree with the judgment of Collins, M.R. I think judgment should be entered in favour of the commissioners, with costs here and below.

The Earl of Halsbury, Lord Ashbourne, Lord James of Hereford, and Lord Atkinson concurred.

Lord Loreburn, C., moved that the appeal be allowed, with costs. The motion was agreed to.—Counsel, *Sir John Lawson Walton*, A.G., *Sir Robert Finlay*, K.C., and *W. Finlay; Danckwerts*, K.C., and *Beddall*. Solicitors, *Solicitor of Inland Revenue; Peake, Bird, Collins, & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

CLIFFORD *v.* TIMMS. SAME *v.* PHILLIPS. 20th and 21st Nov.

Partnership — Articles — Construction — Professional Misconduct — Dentist—Evidence—Order of General Medical Council Erasing Name from Dentists' Register—Dentists Act, 1878 (41 & 42 Vict. c. 33), ss. 13, 14, 15.

Under articles of partnership the plaintiff and the defendant, who were dentists, were entitled to terminate the partnership if either were guilty of professional misconduct or of any act which was calculated to bring discredit upon or injure the other partner or the partnership business. The plaintiff was found by the General Medical Council to have committed an act of professional misconduct, and that body made an order that his name should be erased from the register of dentists. Without deciding whether the order of the council was admissible as conclusive evidence of professional misconduct in every case,

The House affirmed the decision of the Court of Appeal (1907, 2 *Ch.* 237) *that the removal of the appellant's name from the register rendered him incapable of taking part in the partnership business, and entitled the respondent to terminate the partnership.*

These were two appeals by Mr. Isidore Clifford from a judgment of the Court of Appeal (reported 1907, 2 Ch. 236). In the first case the plaintiff and defendant were partners in a West End dental business, and one of the articles of the partnership deed, which was executed on the 2nd of October, 1899, provided that "if either partner was during the continuance of the partnership guilty of professional misconduct, or of any act calculated to bring discredit upon or injure the other partner or the partnership business, the other partner should be at liberty to give notice to end the partnership." On the 28th of June, 1906, Mr. Timms gave such a notice on the ground that the plaintiff had been found guilty of professional misconduct by the General Medical Council. The plaintiff was a shareholder and a director of the American Dental Institute (Limited), which employed unregistered persons to attend patients and

which advertised by means of pamphlets. The fact having been brought to the notice of the General Medical Council, they, acting under the Dentists Act, 1878, appointed a committee, and upon the report of the committee found a charge of professional misconduct proved against the plaintiff, and they ordered that the name of the plaintiff should be erased from the register of dentists on the ground that he had been guilty of conduct which was "infamous and disgraceful in a professional respect" within section 13 of the Act of 1878. The plaintiff denied that the finding of the committee or the order of the council constituted proof of professional misconduct which entitled his partner to determine the partnership. He consequently brought this action claiming a declaration that the notice was invalid. Kekewich, J., held that he was entitled to the declaration as asked, but the Court of Appeal reversed that judgment. Mr. Isidore Clifford appealed. At the close of the arguments,

Lord LOREBURN, C., in moving that the appeal should be dismissed, said the question was whether a dental practitioner had been guilty of professional misconduct so as to entitle his partner on that ground to cancel the arrangement between them. His lordship did not think it necessary to enter into the legal question—interesting as it might be—of the admissibility and conclusiveness of the order made by the General Medical Council, which had been so fully gone into by the Court of Appeal. It seemed to him to be a matter of indifference whether the order made by the council ought to be admitted in evidence or not. The question really depended upon the advertisement. Mr. Clifford had sanctioned that advertisement, and his lordship agreed with the General Medical Council that in the circumstances the issuing of it amounted to professional misconduct.

The Earl of HALSBURY and Lords MACNAGHTEN and ATKINSON concurred, and this appeal was dismissed with costs.

In the second appeal—*Clifford* v. *Phillips*—the facts were somewhat different. Mr. Phillips, like Mr. Timms, had given notice based upon the order of the Medical Council to cancel the partnership with the appellant and his brother which he had entered into in June, 1895. The Cliffords brought an action for the purpose of obtaining (among other relief) a declaration that the partnership between them had not been determined by the notice. Warrington, J., held that the order of the council was not admissible as evidence, and that, upon the facts proved, the plaintiff had not been guilty of professional misconduct within the meaning of the articles. Mr. Phillips appealed, and the Court of Appeal allowed the appeal substantially on the ground that the removal of the plaintiff's name from the Dental Register rendered him incapable of taking his part in the business of a dentist within the meaning of the partnership deed, and entitled the defendant to cancel the partnership. The Cliffords appealed.

Lord LOREBURN, C., moved that this appeal should also be dismissed with costs. The question was whether the order of the Medical Council could be relied on as establishing proof of professional misconduct, and, if so, whether, under the terms of the partnership deed, the matter in dispute must go to arbitration. In his opinion the decision of the Court of Appeal was right on both points. The motion was agreed to.—Counsel, *Sir Robert Finlay*, K.C., *H. Terrell*, K.C., and *Houston*; *Upjohn*, K.C., *Buckmaster*, K.C., and *E. F. Buckley*, for Mr. Timms; *Upjohn*, K.C., and *E. Ford*, for Mr. Phillips. Solicitors, *H. Percy Boehr*; *Harry Wilson*; *Samuel Lithgow*.

[Reported by ERSKINE REID, Barrister-at-Law.]

TUNNICLIFFE & HAMPSON (LIM.) v. WEST LEIGH COLLIERY CO. (LIM.). 11th July; 2nd Dec.

DAMAGE—SUBSIDENCE—MEASURE OF DAMAGES—RISK OF FUTURE SUBSIDENCE—REMOTENESS—RIGHT OF OWNER TO BRING FRESH ACTION FOR EACH SUBSIDENCE CAUSING FRESH DAMAGE.

A surface owner has no cause of action against the owner of a substratum who has removed minerals therefrom unless and until actual damage results from the removal. Further, the surface owner can bring an action for fresh damage caused from time to time by fresh subsidences.

Held, therefore, that a sum awarded by an official referee, which was mainly composed of an allowance for the risk of future damage, regarded as an element which would at once depreciate the market value of the premises, ought not to be allowed. But while so holding, the House intimated that the surface owner was entitled to something more than the sum which he had been called on to expend in actual repairs, to cover depreciation in the value of the premises directly caused by the subsidence.

Judgment of Swinfen Eady, J. (1905, 2 *Ch.* 390), *restored.*

Judgment of the Court of Appeal (Collins, M.R., *and* Cozens-Hardy, L.J., Romer, L.J., *dissenting*) *set aside.*

Bonomi *v.* Backhouse (9 *H. L. C.* 503) *and* Darley Main Colliery Co. *v.* Mitchell (11 *A. C.* 127) *considered and followed.*

Appeal by the defendants from an order of the Court of Appeal (reported 1906, 2 Ch. 22), varying an order of Swinfen Eady, J., on a motion by the plaintiffs that a report of the official referee as to the amount of damages should be adopted. The plaintiffs, who were cotton spinners, were the owners and occupiers of the "Firs Mills," West Leigh. The defendants were colliery owners, and worked minerals under the mills. The plaintiffs claimed damages for injury by subsidence owing to the removal of minerals, and the official referee awarded the plaintiffs damages in two separate sums. As to the cost of all the repairs necessary to the cotton mill, he gave £1,300, and he assessed the damages for depreciation of the premises at £13,200. It was only as to the latter sum that the appeal was brought. The broad objection urged against it by the defendants was that it was inconsistent with the former decisions of this House in *Bonomi* v. *Backhouse* (9 H. L. C. 503) and *Darley Main Colliery Co.* v. *Mitchell* (11 A. C. 127), as it was a sum mainly composed of an allowance for the risk of future damage, and that as they must remain liable for any future subsidence, if it should occur, they might thus have to pay twice over for the same loss. Swinfen Eady, J., held, as regarded the £13,200, in favour of the defendants. He did not limit his judgment, however, to the £1,300 for repairs, but ordered a reference back to the official referee to assess the damages in respect of depreciation of the premises, and he pointed out in his judgment that a mill which had been much cracked and injured, and with walls bulging and out of plumb, although repaired, was manifestly not of the same selling value as before it was injured. The repairs were very far from entirely reinstating it, and the loss to the plaintiffs was the same whether the mill was sold and the loss realized, or whether the mill was retained by the plaintiffs, its value being reduced. The Court of Appeal (Collins, M.R., and Cozens-Hardy, L.J., Romer, L.J., dissenting) ordered that the report of the official referee should be adopted in its entirety, and *inter alia* that the defendants should pay to the plaintiffs the £13,200 for the depreciation of the premises. The defendants appealed.

THE HOUSE took time for consideration.

Lord MACNAGHTEN read a judgment, in the course of which he said he thought the case was concluded by the decisions of this House in *Bonomi* v. *Backhouse* and *Darley Main Colliery Co.* v. *Mitchell*. It was undoubted law that a surface owner had no cause of action against the owner of a subjacent stratum who removed every atom of the mineral contained in that stratum unless and until actual damage resulted from the removal. The damage, not the withdrawal of the support, was the cause of action. And so the Statute of Limitations was no bar, however long it might be since the removal was completed, nor was it any answer to the surface owner's claim to say that he had brought one or more actions and obtained compensation once and again for other damage resulting from the same excavation. Therefore depreciation in the value of the surface owner's property brought about by the apprehension of future damage gave no cause of action by itself: see judgment of Cockburn, C.J., in *Lamb* v. *Walker* (3 Q. B. D. 389). But when once it was known that premises were situated over a worked mine, then people began to think that it was probable, or at least possible, that some day those buildings might be let down. The secret out, the character of his property suffered in public estimation, and was no longer justly entitled to the credit of absolute stability. For these reasons he thought that the judgment of Swinfen Eady, J., was right and should be restored.

Lord ASHBOURNE read a judgment to the same effect.

Lord JAMES OF HEREFORD and Lord ATKINSON concurred *sed dubitante*, as they thought that a surface owner was entitled to a sum more than the amount which would be only sufficient to compensate him for the actual cost of repair. As the matter was to be referred back they joined in the appeal being allowed.

Lord LOREBURN, C., said he had read the judgment delivered by Lord Macnaghten, and he entirely agreed with it. He moved that the appeal should be granted with costs. The motion was agreed to.—Counsel, *Jessel*, K.C., and *Leslie Scott*; *Cripps*, K.C., *Langdon*, K.C., and *F. L. Wright*. Solicitors, *Fowler & Co.* for *Grundy, Lamb, & Grundy*, Manchester; *Paterson, Snow, Bloxam, & Kinder*, for *Wilson, Wright, & Wilson*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

LISTER v. HODSON. No. 1. 2nd Dec.

BANKRUPTCY—MUTUAL CREDITS—SET OFF—VOLUNTARY SETTLEMENT OF MONEY BY BANKRUPT ON HIS WIFE—SETTLEMENT DECLARED VOID—DEBT DUE FROM HUSBAND TO WIFE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 38, 47.

Within two years before his bankruptcy a bankrupt by a voluntary settlement transferred £250 to his wife. After the bankruptcy, upon the application of the trustee in the bankruptcy, the settlement was declared void as against him. The trustee thereupon sued to recover the £250 from the wife, and the latter claimed to set off against that sum the balance of a debt due to her from her husband and secured by a mortgage of certain property, the security being insufficient to pay the mortgage debt in full.

Held (by Vaughan Williams *and* Buckley, L.JJ., Fletcher Moulton, L.J., *dissenting*), *that the wife was not entitled to a set off.*

Appeal from the judgment of Grantham, J., at the trial of the action without a jury. The plaintiff, who was the trustee in bankruptcy of the defendant's husband, brought an action to recover £250 from the defendant in the following circumstances: The defendant's husband within two years before his bankruptcy transferred a sum of £250 to his wife by way of voluntary settlement. After the bankruptcy the plaintiff took proceedings in the Halifax County Court to have the settlement declared void in the bankruptcy, under section 47, sub-section 1, of the Bankruptcy Act, 1883, and an order was made to that effect. The defendant did not pay the £250, and the plaintiff brought this action to recover it. The defendant claimed to set off under section 38 of the Bankruptcy Act, 1883, against the £250 the balance of a debt of £700 due to her from her husband and secured by a mortgage of certain property, the security being insufficient to pay the mortgage debt and the balance due to her after valuing the security exceeding £250. Grantham, J., held that she was entitled to set off the balance of the mortgage debt against the £250, and gave judgment for the defendant. The plaintiff appealed, and it was contended for him that as section 47, sub-section 1, of the Bankruptcy Act, 1883, only made the settlement (and by sub-section 3 this transfer of the £250 was a "settlement") void "against the trustee in the bankruptcy," it was not void as against the husband, and therefore there was no debt due from the wife to the husband against which the wife could

set off the debt due from him to her. There was, therefore, no mutual credits within section 38. *Eberle's Hotel and Restaurant Co.* v. *Jonas* (35 W. R. 467, 18 Q. B. D. 459), *Re Washington Diamond Mining Co.* (41 W. R. 681; 1893. 3 Ch. 95), *Rose* v. *Hart* (2 Smith L. C. (11th ed.) 298), *Re Sims, Ex parte Sheffield* (45 W. R 189, 3 Manson 340), *Re Carter and Kendordine's Contract* (45 W. R. 484; 1897, 1 Ch. 776), and *Re G. E. B.* (1903, 2 K. B. 340), were cited. The defendant did not appear.

THE COURT (VAUGHAN WILLIAMS and BUCKLEY, L.JJ., FLETCHER MOULTON, L.J., dissenting), having taken time to consider, allowed the appeal, and entered judgment for the plaintiff for £250.

VAUGHAN WILLIAMS, L.J., said that, generally, in order that debts might be set off they must be due respectively in the same right, and that rule applied as much to set off under section 38 of the Bankruptcy Act, 1883, as to set off between solvent persons; and under section 38 a debt due to or from the trustee in bankruptcy, and arising after the bankruptcy in the management of the estate, could not be set off against a debt due from or to the bankrupt before the bankruptcy. The husband never could have recovered the £250 from the wife, but it could be recovered by the trustee in his bankruptcy. There was no debt due from the wife to the husband and there was therefore no debt which the wife could utilize to pay herself the mortgage debt due to her from her husband. She must come in and prove like other creditors. *Re Farnham* (1895, 2 Ch. 799) was not in point. Nor could the wife, by refusing to pay the £250 to the trustee, create a right of set off which she would not otherwise have had: *Re Pollitt, Ex parte Minor* (41 W. R. 276; 1893, 1 Q. B. 455), *Turner* v. *Thomas* (19 W. R. 1170, L. R 6 C. P. 610). The defendant had therefore no right of set off.

FLETCHER MOULTON, L.J., dissented. He said that there was no doubt that the defendant would be entitled to set off the balance of the £700 owing to her if the £250 were an ordinary debt, as, for instance, if it were money paid to her on behalf of the bankrupt for which she was accountable to him; and in his opinion she stood in the same position for all material purposes as if she had actually received the money to the use of the bankrupt. The intention of paying the money was, no doubt, to make a voluntary settlement on her, but that was void in the bankruptcy, and therefore she held the money to the use of the estate. The right of set off took its origin from the fact that the jurisdiction in bankruptcy was from the first an equitable jurisdiction, and he could see no ground why the injustice should be perpetrated of making a person, who on the balance was not a debtor to the estate, pay in full the sum due to the estate. Nor did the authorities countenance such a proposition. [His lordship referred to *Re Washington Diamond Mining Co.* (*suprà*), *Jack* v. *Kipping* (30 W. R. 441, 9 Q. B. D. 113)] The words of section 47, sub-section 1, of the Bankruptcy Act, 1883, "void against the trustee in the bankruptcy," did not militate against this view, because the trustee was merely the representative of the estate, and the provision meant that the money should be considered due to the estate for the purposes of the bankruptcy—namely, for paying the creditors of the estate. Nor could the fact that it required action on the part of the trustee to make the money recoverable affect the question. In his opinion, the case of *Re Sims, Ex parte Sheffield* (*suprà*) was not in point. Further, in his opinion, the matter was concluded by the decision of the Court of Appeal in *Re Farnham* (*suprà*), which followed the principles laid down by Chitty, J., in *Sanguinetti* v. *Stuckey's Banking Co.* (43 W. R. 154; 1895, 1 Ch. 176). Those decisions seemed to him to lay it down that the right of the trustee to property under a void settlement was because it was the property of the bankrupt, and he could see no reason why it should be treated otherwise than in the way in which any other money belonging to the bankrupt in the hands of the same person would be treated. In his opinion there was a right of set off.

BUCKLEY, L.J., delivered judgment, agreeing with Vaughan Williams, L.J.—COUNSEL, *T. P. Perks.* SOLICITORS, *Williamson, Hill, & Co.*, for *Charles Clarkson*, Halifax.

[Reported by W. F. BARRY, Barrister-at-Law.]

LEONIS STEAMSHIP CO. (LIM.) *v.* JOSEPH RANK (LIM.).
5th, 6th, and 21st Nov.

SHIP—DEMURRAGE—ARRIVAL AT PORT—CUSTOMARY PLACE OF LOADING—CHARTER-PARTY.

Though there is in general an obligation on a ship to go to the berth selected by the charter-party, yet when an area is named and there is no express provision that the vessel shall go to a particular berth in that area, or to such berth as the charterers shall order, the lay-days begin to run as soon as the ship has reached that area, and is at the disposal of the charterer.

Decision of Channell, J. (*reported* 1907, 1 *K. B.* 344, 12 *Com. Cas.* 173), *reversed.*

Appeal by the plaintiffs from a decision of Channell, J. The plaintiffs claimed demurrage and freight, and a declaration that they were entitled to exercise a lien on 120 tons of wheat in respect thereof. The plaintiffs were the owners of the steamship *Leonis*, and the defendants were the holders of the bills of lading and receivers of the cargo. At Monte Video *The Leonis* was ordered to Bahia Blanca. She arrived in the river within the port on the 24 h of February, anchored off the pier at a spot which was not the usual loading-place, but was a possible loading-place. Notice of readiness was given the same afternoon. The charterers desired the vessel to go alongside the pier to load, but owing to the crowded state of the port, all the berths were occupied, and the vessel did not get a berth until the 30th of March, when she began loading. Channell, J., held that although as between the shipowner and charterer there was in general an obligation on the ship to go to the berth selected by the charterer, the terms of the charter must be looked at to see whether that was to be done in the shipowner's time before the ship could be treated as an arrived ship, or in the charterer's time after the lay-days had commenced, and in the absence of any terms in the charter-party giving any guidance on this point, that the rule stated by Brett, L.J., in *Nelson* v. *Dahl* (12 Ch. D. 568), and followed in *Pyman* v. *Dreyfus* (59 L. J. Q. B. 13), applied—viz., if the charter is to proceed to a port and there load and nothing more is said, then the ship is an arrived ship when she arrives at a usual place of loading—and held that the time taken in getting to a berth could not be included in the lay-days, and gave judgment for the defendants, inasmuch as the pier at which *The Leonis* arrived on the 24th of February was not the usual place of loading, and that *Pyman* v. *Dreyfus* did not, therefore, apply. The plaintiffs appealed.

THE COURT reserved judgment.

Lord ALVERSTONE, C.J., said he concurred in the judgment about to be delivered by the other members of the court.

BUCKLEY, L.J., who delivered a written judgment, after stating facts, said there was a large number of authorities which were not easily reconcilable, but the true proposition as established by *Postlethwaite* v. *Freeland* (5 App. Cas. 599), *Nelson* v. *Dahl* (12 Ch. D. 568), and *Tharsis Sulphur and Copper Co.* v. *Morel* (1892, Q. B. 647) was that where the charter says discharge is to take place at a named place which is a large area, containing several places in which a ship can discharge, the lay-days begin on reaching that larger area. The statement in section 627 (2) of Mr. Carver's book was correct, and there was nothing in principle to differentiate a dock from part of a port where the ship is close to, but not at, a berth, using the word berth to mean a quay or wharf or moorings where a vessel could be discharged by lighters. *Brown* v. *Johnson* (10 M. & W. 331), *Tapscott* v. *Balfour* (L. R. 8 C. P. 46), and *Brereton* v. *Chapman* (7 Bing. 559), were consistent with the view taken in *Postlethwaite* v. *Freeland* that lay-days begin when the ship has reached the commercial, as distinct from the geographical or maritime, area of the port. The case of *Parker* v. *Winlow*, as reported in 7 E. & B, offered some difficulty, but the fuller report in 27 L. J. Q. B. 49 disposed of that difficulty. On the other hand there was a class of cases, such as the *Tharsis case*, which said that if the charterer was by express words entitled to name a particular berth the lay-days do not begin until that berth is reached. In *The Feliz* (L. R. 2 A. & E. 273) there was only an implied authority to name the particular berth, and it was impossible to say that the case was the same whether the right to order to a particular berth was given in express words or was only implied. *Pyman* v. *Dreyfus* had never been doubted, and must not now be disturbed. Therefore, when an area is named, and there is no express provision that the vessel shall go to a particular berth in that area, or to such berth as the charterer shall order, the lay-days begin to run as soon as the ship has reached that area, and is at the disposal of the charterer.

KENNEDY, L.J., delivered a written judgment to the same effect. Appeal allowed, with costs of the appeal and of the trial so far as they were occasioned by this point; but the case was directed to go back to the court below for the further hearing of evidence as to the existence of a strike at Bahia Blanca, it being alleged that the delay was occasioned by a strike, in which case the charterers were protected under the contract.—COUNSEL, *J. A. Hamilton*, K.C., and *Bailhache; Scrutton*, K.C., and *Ashton*, K.C. SOLICITORS, *Downing, Handcock, Middleton, & Lewis*, for *Bolam, Middleton, & Co.*, Sunderland; *Pritchard & Sons*, for *Hearfields & Lambert*, Hull.

[Reported by ERSKINE REID, Barrister-at-Law.]

LONDON TRANSPORT CO. (LIM.) *v.* BESSLER, WAECHTER, & CO. (LIM.). 14th and 25th Nov.

SHIP—CHARTER-PARTY—SPANISH EXPORT TAX—LIABILITY TO PAY.

A ship was chartered to proceed to a Spanish port and there load a cargo of iron rails. By the terms of the charter-party "Spanish customs due on cargo were to be paid by steamer not exceeding 1s. per ton." There was also a Spanish transport tax on iron rails.

Held, affirming the decision of Channell, J. (*reported* 23 *Times L. R.* 271), *that the ship had to pay the export tax, which came within the words "Customs dues" up to 1s. per ton, and the charterers had to pay the balance.*

Appeal of the defendants from a judgment of Channell, J. The question was upon whom did the liability to pay a Spanish export tax fall. The arguments were heard on the 14th of November and judgment was reserved.

Lord ALVERSTONE, C.J., said he regretted that in this case the court was not unanimous, but the judgment he was about to read was the judgment of Kennedy, L.J., and himself. The facts were these: The plaintiffs had chartered *The Fearnley* from Messrs. Rea, and they entered into a sub-charter with the defendants under which the ship was to proceed to Bilbao and there load a cargo of iron rails. The charter-party contained a clause that Spanish customs dues on cargo were to be paid by steamer not exceeding 1s. per ton. Before clearing from the port of loading the shipowners were called upon by the Spanish authorities to pay £1,003 14s. 9d. in respect of a charge called impuesto de transporte or tax on the conveyance of merchandize, in these proceedings referred to as a "transport tax." The plaintiffs sought by the action to recover of this sum £727 2s. 4d., being the amount so paid less the sum of £276 12s. 5d., which represented 1s. per ton on the amount of rails loaded on board the steamer. The question at issue was whether the payment was one of "customs dues on cargo" within the meaning of the clause above referred to in the charter-party. If it was, then it was clear that the ship would only be liable to pay up to 1s. per ton, and the balance, as Channell, J., found, would properly be paid by the charterers. It was contended by the shipowners, the respondents to this appeal, that the transport tax in question constituted a Spanish customs due on cargo within the meaning of the above clause, and they said that the fact that they were collected from the master or ship did not alter their character. The respondents said that the charter-party ought to be construed to include those dues, because otherwise there were no dues to which the clause could apply. Their lord-

ships thought that whether the charter-party was interpreted by itself or read with oral evidence, the contention of the defendants was right, and this appeal should be allowed with costs.

BUCKLEY, L.J., read a judgment, in which he expressed the opinion that Channell, J.'s, judgment was right, and should be affirmed. Appeal allowed with costs.—COUNSEL, *Scrutton*, K.C., and *Maurice Hill*; *J. A. Hamilton*, K.C., *Atkin*, K.C., and *Robertson Dunlop*. SOLICITORS, *Waltons, Johnson, Bubb, & Whatton*; *Woodhouse & Davidson*.

[Reported by ESSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

CROYDON CORPORATION *v.* CROYDON RURAL DISTRICT COUNCIL.

Neville, J. 15th Nov.

LOCAL GOVERNMENT—RURAL DISTRICT COUNCIL—SANITARY RATE—SPECIAL EXPENSES—MUTUAL MISTAKE AS TO CALCULATION OF AMOUNT—RETROSPECTIVE RATE—MANDAMUS TO LEVY RATE—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 229, 230.

By certain agreements entered into between the plaintiffs and the defendants the drainage area of certain parishes in the defendants' district was extended and connected with the general drainage system of the plaintiffs, and it was provided that the defendants should pay to the plaintiffs as yearly rent an amount calculated on the rateable value of all the property within such extended areas. As the result of a mutual mistake the defendants only paid to the plaintiffs the amount calculated on the houses in such areas actually connected with and draining into the plaintiffs' drainage system.

Held, that, the debt being ascertainable, though not properly ascertained through a mistake common to both parties, there must be judgment for the plaintiffs for the amount claimed, with interest.

Held, further, that, the effect of Reg. *v.* Leigh Rural District Council (1898, 1 *Q. B.* 836) *being to give the court a discretion as to granting the* mandamus, *no relief should be granted in the present case to the plaintiffs by way of* mandamus, *the effect of which would be to throw the expense on one year which should have been borne by another.*

Witness action. In the year 1899 and prior thereto the defendants were desirous of carrying out a scheme for the extension of the drainage area of certain parishes situate in the defendants' district, and of connecting the sewers of the extended areas with the general drainage system of the plaintiffs. As a result of negotiations between the parties, three agreements were entered into for the furtherance of the defendants' scheme relating to the parishes of Coulsdon, Sanderstead, and Beddington respectively. All these agreements were similar in effect, and provided that certain sewers should be constructed by the plaintiffs within the borough of Croydon, and by the defendants in each of the respective parishes, and that the defendants should connect the sewers by drains with every dwelling-house or other building in need of drainage and capable of such connection, and that the plaintiffs should receive into their general system of drainage the sewage matter passing down such sewers. It was also provided that the defendants should pay to the plaintiffs in return for such user of the sewers as yearly rent an amount calculated on the rateable value for the time being of all property within certain areas of the said parishes which should be liable to contribute to the rates for special expenses under the Sanitary Acts. All the sewers referred to in the agreements were duly constructed and connected with the plaintiffs' general system of drainage, and numbers of houses in the parishes were connected therewith. Although under the agreements the defendants were liable to pay to the plaintiffs an amount calculated on the rateable value of all property within the parishes liable to contribute to the rates for special expenses, the defendants until 1905, as the result of a common mistake, only paid to the plaintiffs the amount calculated on the houses in such areas actually connected with and draining into the plaintiffs' drainage system. In 1905 the mistake was discovered, and on the 27th of March, 1906, the defendants, without admitting liability, paid to the plaintiffs the sum of £1,000 in respect of the difference between the amount paid and the amount which ought to have been paid by way of yearly rent under the agreements. The sum of £1,000 consisted of balances belonging to the said parishes then in the hands of the defendants and available for special expenses. After the discovery of the mistake the defendants always paid the full sum due under the agreements in respect of yearly rent. After payment of the £1,000 there still remained due and owing to the plaintiffs from the defendants the sum of £4,326 1s. 3d. The plaintiffs frequently called on the defendants for payment, and thereupon the defendants issued precepts to the overseers of the poor of the parishes of Coulsdon and Sanderstead respectively for special expenses for the half-year ended the 30th of September, 1906, including £475 in the case of Coulsdon and £75 in the case of Sanderstead, to meet the claim of the plaintiffs for arrears under the agreements. The overseers of Sanderstead refused to levy a rate of £75 on the ground that such a rate would be retrospective and illegal. The overseers of Coulsdon levied a rate for (*inter alia*) the sum of £475, but the rate was appealed against and quashed by the court of quarter sessions held at Kingston-on-Thames on the 6th of July, 1906, on the ground that the rate was retrospective and illegal. Under these circumstances the plaintiffs issued the writ in the present action on the 25th of October, 1906, claiming judgment for £4,326 1s. 3d. and interest at 5 per cent., and they further claimed, as being themselves interested in the matter, a *mandamus* commanding the defendants to issue precepts to the overseers of the poor of the three parishes respectively for the levying from each of them of a rate sufficient to cover such proportion of the sum of £4,326 1s. 3d. and the interest thereon and of the costs of the action as might be due in respect of each of the parishes respectively. For the plaintiffs it was said there was no general rule of law against a retrospective rate. The matter depended entirely upon the construction of the statute under which the rate was to be levied: *Harrison* v. *Stickney* (2 H. L. Cas. 108, at p. 125). The provision in section 230 of the Public Health Act, 1875, that a rate levied under that section should be subject to the same provisions as a poor rate referred only to the machinery for its collection. There was nothing in that section to shew that a *mandamus* for the rate would be bad. Rates have been allowed to be levied retrospectively in *Webb* v. *Commissioners for Improving the Town of Herne Bay* (L. R. 5 Q. B. 642), *Reg.* v. *Leigh Rural District Council* (1898, 1 Q. B. 836). The debt was recoverable by *mandamus* if no other process was available. There was no suggestion of anything to impute delay to the plaintiffs. The *mandamus* was a statutory right, and all you must shew was an individual and a direct interest in the subject-matter. The plaintiffs were not applying for a prerogative writ of *mandamus*, which was distinct from an action of *mandamus*: *Smith* v. *Chorley District Council* (41 SOLICITORS' JOURNAL, 422; 45 W. R. 417; 1897, 1 Q. B. 532). For the defendants it was said that there was no dispute between them that the amount had been wrongly calculated. Restrospective rates had been held to be illegal because it meant that any ratepayer was entitled to say that he was being charged with a sum which ought to have been charged upon and paid by the ratepayers in previous years: *Smith* v. *Southampton Corporation* (1902, 2 K. B. 244). A retrospective rate could only be affirmatively authorized by statute: *Saul* v. *Wigton Rural Sanitary Authority* (35 W. R. 252). The court would not issue a *mandamus* which would be futile: *Re Bristol and North Somerset Railway Co.* (26 W. R. 236, 3 Q. B. D. 10). The court had a discretion as to granting a *mandamus*, and this discretion ought to be exercised in favour of the defendants.

NEVILLE, J.—In this case certain sewers were constructed by the Borough of Croydon, and the district council by certain agreements entered into in 1901 agreed to make cash payments in respect of the construction, and to claim yearly a rate of sixpence and eightpence on the rateable value of the district affected. The sewer having been constructed, and the scheme of drainage being in operation, the borough only claimed from the council an amount calculated on the rateable value of the houses actually connected, and this method of demanding went on for several years. It was discovered later that the calculation had been made on a wrong basis, and that there was a deficiency of about £5,000 during the years in question. The borough have now sued the defendants under the covenant for the amount due thereunder, and it is not contested that they are entitled to recover judgment for that amount, but the defendants say that they have no funds out of which to satisfy the amount, and thereupon the court is asked to grant a *mandamus* under the Act of 1875 calling on the council to direct the overseers of the poor to levy a rate to satisfy the judgment. Those being the facts, I have to come to a conclusion on the authorities whether in this case a *mandamus* ought to be granted. In considering the authorities one must bear in mind what was said in the case of *Harrison* v. *Stickney* (*suprà*), that there was a rule of law which prohibited a retrospective rate. I think prior to the case of *Reg.* v. *Leigh Rural District Council* (*suprà*) there is abundant authority to shew that with regard to poor rate it was illegal to levy a rate for debts incurred prior to the rating year. To this there was an exception in a case where, though the legal liability might have arisen before the rating year, the amount of the liability was not ascertainable until the rating year. I think it is quite clear that the construction put on the Act was arrived at by the consideration of the fact that any other construction would throw on one set of ratepayers expenses which should be discharged by another set of ratepayers. The law standing thus, *Reg.* v. *Leigh Rural District Council* came before the Court of Appeal, and I have to consider what the court intended to lay down, and having regard to the fact that the House of Lords held it to be a matter of construction and to the state of the authorities at the time, I find some difficulty in ascertaining the precise bearing of the judgments in the Court of Appeal. It seems to me that there are two views of the decision, and one is this, that the judgment turns on the finding of the court that the debt was not ascertainable in amount until judgment had been obtained. If there be something further decided it must be this, that the debt in that case was not antecedent to the rating year in which it was sought to levy a rate to pay it because the debt accrued at the date of judgment. This would amount to this, that where judgment had been obtained against a local authority under this Act the payment of the debt by the levy of a rate in the year in which judgment was obtained would not be retrospective and would be a rate properly leviable during the rating year. Then it is said in such a case the court has to exercise a discretion whether a *mandamus* should be granted for the purpose of levying a rate in aid of the judgment. In that particular case the court thought its discretion properly exercised by granting a *mandamus*. Here I must consider whether, under the circumstances before me, I ought to exercise the discretion by granting the *mandamus*. On the first ground in *Reg.* v. *Leigh Rural District Council* (*suprà*) there is no difficulty. The debt was ascertainable at the time when it originally became payable, though not properly ascertained through a misunderstanding common to both parties. I think, therefore, in the present case, if it is true that under these sections a rate cannot be levied retrospectively, the decision must be against the plaintiffs, because, subject to judgment, it would be a retrospective levy. If, however, the judgment makes it a new debt it depends whether in my discretion I ought to grant a *mandamus*. The only legitimate ground for exercising such discretion is that rates ought to be levied in respect of the expenses incurred during the year, and you should not throw the payment on one set of ratepayers what ought to have been borne by another set of ratepayers. Nor are the present ratepayers the persons who suffered the loss arising in former years. In the exercise of

my discretion what I have to consider is whether the expense is one which properly falls on the year in which the rate may be levied, and whether the effect is to throw on the rates of one year the expense with which that year has no connection. I have come to the conclusion that there must be judgment for the amount claimed under the agreements, together with interest, and that no relief can be given in respect of a *mandamus*. With regard to the costs I think I ought to make a strict order. So far as the action seeks to recover the debt I give the costs to the plaintiffs; so far as the action relates to *mandamus* I give the costs to the defendants, one set of costs to be set off against the other.—Counsel, *Warmington*, K.C., and *Cozens-Hardy*; *Macmorran*, K.C., and *Naldrett*. Solicitors, *Smith, Rundell, & Dods*, for *F. C. Lloyd*, Croydon; *C. E. S. Whitford*.

[Reported by Edward J. M. Chaplin, Barrister-at-Law.]

Bankruptcy Cases.

LORD'S TRUSTEE *v.* **GREAT EASTERN RAILWAY CO.** Phillimore, J., and a Special Jury. 11th, 12th, and 13th Nov.

Bankruptcy—Action by Trustee in Bankruptcy for Trespass and Conversion of Bankrupt's Goods—Right of Action Passing to Trustee—Agreement Giving Power to Seize—Set off of Debt Due from Bankrupt to Defendants—Mutual Dealings—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 38, 44—Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), s. 4.

The defendants had seized coal on land contiguous to their railway sidings let by them to the bankrupt, under the terms of an agreement giving them a lien on such coal for carriage dues, and thereby forced the bankrupt into bankruptcy. The trustee in the bankruptcy brought an action against them for damage to the bankrupt's estate, caused by their wrongful trespass and conversion.

Held, (1) *that the agreement under which defendants seized was not a licence to take possession within the Bills of Sale Acts, and did not require registration*; (2) *that the cause of action, if any, was personal to the bankrupt, and did not pass to the trustee*; (3) *that if the plaintiff had been entitled to recover damages the defendants could not have set off against such damages the amount owing to them by the bankrupt for carriage.*

Action by the trustee in bankruptcy for damages occasioned to the bankrupt's estate by trespass upon his lands and conversion of his goods. The bankrupt began business as a coal merchant at Norwich in 1902. He began by hiring some sidings from the Great Eastern Railway Co., and a site for an office. He spent between two and three hundred pounds on building an office, and it was agreed that he should be allowed £120 for it at the determination of his term. He also took from the railway company under other agreements thirteen spaces by the side of the railway sidings, known as "allotments," and used for the purpose of stacking the coal unloaded from the trucks. He also agreed to pass ten thousand tons of coal a year over the Great Eastern Co.'s line, taking an average over five years. In 1903 he asked the company to give him credit for the charges made by them for the carriage of coal over their line, and upon the 19th of February, 1903, they entered into a monthly credit agreement with him, of which the following conditions are material:—"(3) The company to have a continual lien upon all waggons, goods, minerals, articles, and things hauled or conveyed on their lines, or which shall be at any time upon the railway or upon any ground allotted by or rented of the company, for all tolls, rates, charges, and moneys which shall be or become due or payable to the company, as well as in respect of the particular waggons, goods, minerals, articles, or things which from time to time may be so carried as in respect of all waggons, goods, minerals, articles, and things which shall at any time have been hauled or conveyed along or be upon the railway, or any part thereof, and the company to be at liberty from time to time, and in such manner as they may think fit, to sell and dispose of all or any of such waggons, goods, minerals, articles, and things in order to satisfy such lien. (4) The company reserve to themselves the right to close the account at any time upon giving one day's notice in writing of their intention so to do, whereupon the whole of such account shall become immediately payable. (5) The company's coal ledger accounts are made up monthly to the last day of each month, they are sent up from the London office by the 15th of the following month, and must be paid in full before the 26th of that month." In the autumn of 1906 the bankrupt got three months in arrears with his payments, and it was arranged that he should pay off his indebtedness in certain agreed amounts, the first payment of £221 15s. to be made upon the 10th of October, on which date a cheque was due to the bankrupt from a large customer. The customer in question failed to send his cheque, and the bankrupt was consequently unable to make the agreed payment on the 10th of October. On the 12th of October the company wrote and threatened to close the account unless they received a cheque on the 13th of October. On the 13th of October the company's mineral manager in London wired to the local manager at Norwich to tell the bankrupt that unless a cheque was forthcoming delivery of coal would be stopped. On the 15th of October the bankrupt went up to London in the morning to see the mineral manager, but the latter had already wired to Norwich that nothing was to be allowed to leave the bankrupt's yard. Consequently at 10 a.m. the gates of the yard were locked, nothing was allowed to go out, and the bankrupt's business was stopped. The company seized 378 tons of coal on the "allotments" and all the bankrupt's plant, such as coal trollies, horses, carts, weighing machines, and sacks. They further seized 270 tons of coal which was in trucks on the railway sidings. In consequence of the seizure and stoppage of his business the bankrupt had to call a meeting of his creditors on the 18th of October, and on the 15th of November he filed his own petition and was adjudged bankrupt. On the 29th of December the company withdrew their claim to the bankrupt's plant, but maintained their claim to the coal seized. On the 12th of January, 1907, the trustee in bankruptcy began the present action claiming damages for the trespass to the bankrupt's lands whereby he was forced into bankruptcy, also the value of the coal seized and damages for detention of the plant. The defendants claimed to set off £1,138 due to them for carriage of coal against any damages which the trustee might recover. On the assumption that the company's acts were not justified by law the value of the coal was agreed at £520 and the damages for detention of the plant at £25. Two questions were left to the jury on the same assumption, viz.: (1) Did the acts of the company bring about the bankruptcy, and, if so, what damages? (2) If such acts did not bring about the bankruptcy, then what damages for trespass? The jury found £150 on the first question, and did not consider it necessary to answer the second question, but the parties agreed the damages under it at £50. Counsel for the trustee then argued that the acts of the company were not justified by law, as the agreement under which the company seized was "a licence to take possession" within section 4 of the Bills of Sale Act, 1878, and void for want of registration, on which point they sought to distinguish *Spencer* v. *Midland Railway Co.* (11 T. L. R. 408). They also contended that, the defendants' acts having caused damage to the bankrupt's estate, the cause of action passed to the trustee, and that the damage was not too remote: *Stanton* v. *Collier* (23 L. J. Q. B. 116) and *Kellaway* v. *Bury* (66 L. T. 599). As to the set-off claimed by the company, they contended that there were no mutual dealings within the meaning of section 38 of the Bankruptcy Act, 1883, and relied on *Courage* v. *O'Shea* (1895, 1 Ch. D. 325) and *Re Mid-Kent Fruit Factory* (1896, 1 Ch. D. 567). Counsel for the defendants contended that the agreement in question was not within the Bills of Sale Acts: *Spencer* v. *Midland Railway Co.*, *Morris* v. *Delobbel Flips* (1892, 2 Ch. 352); that the cause of action was personal to the bankrupt, and did not pass to the trustee: *Brewer* v. *Drew* (11 M. & W. 625), *Rose* v. *Buckett* (1901, 2 K. B. 449); and that if the plaintiff was entitled to any damages, the defendants were entitled to set off the sum owing to them by the bankrupt: *Peat* v. *Jones & Co* (8 Q. B D. 147) and *Jack* v. *Kipping* (9 Q. B. D. 113)

Phillimore, J.—In this case the plaintiff's case depends entirely upon the fact that the lien or the supposed lien conferred by the ledger agreement between the railway company and the bankrupt, for whom the plaintiff is trustee, either gives no right, or, by reason of its purporting to give a right, is bad under the Bills of Sale Act. I am of opinion that, on this point, which goes to the root of the case, the plaintiff is wrong and the defendants are right. The case of *Spencer* v. *Midland Railway Co. (ante)* does not cover this case in every respect, but it does cover it on several points, and the principle upon which it proceeds, which is like the principle of the cases under builders' contracts, seems to me to go the whole length of this case. If this ledger agreement was a licence to seize chattels by way of security for a debt, it would be bad; but it proceeds on the footing that the railway company have already possession in some form or other, or to some degree or other, of the chattels which they are claiming to hold for their debt. I agree with the plaintiff that it is an unusual form of possession, and that, at any rate as regards certain of the articles, it is an extension of the doctrine of possession. Perhaps the right way of looking at it is that the decision in *Spencer* v. *Midland Railway Co.* shews that, for the purpose of meeting the Bills of Sale Act, parties may agree that certain physical powers of detention or circumscription shall amount to possession, so as to give the creditor a lien. In this case, as regards the trucks which were on the railway, it seems to me clear that the railway company could, at any moment, interfere with their being touched. That covers those trucks and the coal in those trucks. With regard to the coal on the allotments and the plant which were upon the railway ground, it is true they must be deemed to have been on the railway ground with the licence of the railway company, and in aid of the demise by the railway company of the allotments for stacking coal; but, on the other hand, they are within the gates of the railway company's yard, and within the control of the railway company, which can and does shut its gates at certain hours of the night and day; and it seems to me that, within the principle of *Spencer* v. *Midland Railway Co.*, the railway company may be said to have possession of them or to be entitled to assert possession of them. With regard to the coal on the allotments, the case is not quite so strong. That coal can only be got by the introduction of waggons over the railway company's ground, and those waggons, *eundo, morando et redeundo*, would be liable to the railway company's lien; and, having regard to those facts, and to the fact that these allotments are again within the limits of the defendants' railway yard, I think the railway company may be said, by contract between the parties, to have had such possession of them as to enable them to say that they were not seizing the goods when they enforced their lien. Another way of putting it has been very well given by Mr. Scrutton for the defendants, that the effect of the contracts, not only the ledger contract, but the demising contracts, between the railway company and the bankrupt, amounts to this, that they are all subsidiary and ancillary to the contract for carriage; and for this purpose the bailment of the railway company is not to be deemed to be over till the coal is taken outside the railway yard. That being the case, I think the whole ground of this action

fails. Three other points have been raised, which I think it would be useful that I should deal with, at any rate to a certain extent. By agreement between the parties, or by the findings of the jury, there are two sums certain and two alternative sums which the plaintiff might recover from the defendants. He might recover £520 for the coal seized, or a proportionate part of that sum if he could only recover in respect of the coal on the allotments or the coal in trucks. He might recover £25 for the temporary detention of the plant seized, and he might recover £150 because of the fact of the bankrupt being driven into bankruptcy, or, alternatively, £50 for damages for the trespass on the bankrupt's land. Now, with regard to the £520 and the £25, subject to the possible division of the £520, they stand upon one ground, and the answer to them is one only—namely, that the contract of lien is good, and that the railway company can justify the seizure because of the lien for the debt to them. If that ground fails, the next answers do not apply. With regard to the £150, I have to consider whether the claim is not too remote; and with regard to the £150 and possibly the £50 I have also to consider whether it is a claim which would accrue to the trustee. Now, I do not propose to decide whether the claim for the £150 is too remote or not. I do not think it is contended that the £50 is too remote. But I do not propose to decide whether the claim for the £150 is too remote or not, for this reason. In my opinion, if it is not too remote, it is a claim which the bankrupt and the bankrupt only can avail himself of. If it is good, it is a claim personal to the bankrupt, that is to say, it is a claim for personal injury to the bankrupt. It was put before the jury as a case in which damages might be given by reason of the high-handed conduct of the railway company. But if it is anything, it is vindictive damages within the meaning of Collins, L.J.'s, judgment in *Rose* v. *Buckett* (1901, 2 K. B. 449). They are not merely compensation for damage to land or goods, but something more, and, so far as they are more, they are of the character of vindictive damages in the legal sense, and, therefore, they remain in the bankrupt and do not pass to his trustee in bankruptcy. Upon the whole, I am of opinion that the same answer applies to the claim for the £50. It is a claim for the temporary trespass to the goods of the bankrupt in the sense that the bankrupt was for the time deprived of the temporary use of them, and, as explained in the cases, it is an extension of the doctrine of trespass to the person, and the damages so ascertained (remembering always that separate sums have been granted for the actual detention of the plant and for the conversion of the coal) must be taken to be merely damages for the temporary deprival of the bankrupt's use of his own chattels. As I have said in the course of the case, there is no claim here of detinue; it is a claim either for conversion or for temporary detention of the goods. So far as it is a claim for conversion it is met by the findings in respect of the £520 and the £25, and the only thing which remains is the personal annoyance and discomfort and injury which the bankrupt suffered by reason of being kept out of the use and enjoyment of his goods. Therefore, I am of opinion, as regards the £50 as well as the £150, the cause of action, if any, would remain with the bankrupt and not accrue to the trustee. The last point raised by the defendants is that, even supposing the plaintiff could recover, they have a right of set-off which is a good defence to the plaintiff's claim. In this respect I think the defendants are wrong. It is not, strictly speaking, a set-off, and I do not think that this case is one of mutual credit or mutual dealings within section 38 of the Bankruptcy Act, 1883. I think here the claim of the plaintiff, if it was a good one, arose from the detention of the bankrupt's goods. The claim of the defendants arose before the detention of the bankrupt's goods for carriage of these goods and many other survived to the bankrupt and not accrued to the trustee—I think that the claim of the defendants is anterior in time to the claim of the plaintiff, and does not arise out of the same transaction, though to a certain extent, and a certain extent only, they are connected with the same goods. Therefore I think that that defence would not have availed the defendants. But on the two grounds—first, that the ledger agreement is good and not bad under the Bills of Sale Act, and is available as a justification of the defendants' action; and, secondly, as regards the claim for £150 and £50, that the cause of action, if any, would have survived to the bankrupt and not accrued to the trustee—I think that the defendants are entitled to have the verdict entered for them and judgment given for them, with costs. Verdict and judgment for defendants. —Counsel, *Reed*, K.C., and *Frank Mellor: Scrutton*, K.C., and *F. H. Coller*. Solicitors, *Tarry, Sherlock, & King*, for *E. E. Blyth*, Norwich; *E. Moore*.

[Reported by P. M. Francke, Barrister-at-Law]

Probate, Divorce, and Admiralty Division.

LESLIE v. LESLIE. Bargrave Deane, J. 18th Nov.; 2nd Dec.

Divorce—Restitution Suit—Judicial Separation—Petitioner in Prison—Permanent Alimony.

A petition for judicial separation on the ground of statutory desertion extinguishes an order for permanent alimony made in a previous restitution suit. A petitioner serving a sentence of penal servitude is not to be allotted permanent alimony until immediately prior to or on release.

Kelly v. Kelly (11 *W. R.* 958, 4 *Sw. & T.* 227) *distinguished.*

Appeal from Mr. Registrar Inderwick refusing to proceed with an inquiry as to the means of the parties and to allot to the appellant an annual sum as permanent alimony. The facts sufficiently appear in the judgment of Bargrave Deane, J. During the argument the following cases were cited: *Kelly* v. *Kelly* (*suprà*), *Re Robinson* (27 Ch. D. 160), *George* v. *George* (11 W. R. 112, 1 P. & D. 554), and *Wilson* v. *Wilson* (2 Hagg. Con. Rep. 204). The appeal was heard on the 18th of November, and on the 2nd of December a reserved judgment was delivered by

Bargrave Deane, J., who said that the appeal, owing to its importance, had been adjourned from chambers into court. It appeared that the appellant filed on the 21st of September, 1906, a petition for the restitution of conjugal rights, and on the 4th of February, 1907, obtained a decree. In that suit she presented a petition for alimony under section 2 of the Matrimonial Causes Act, 1884 (47 & 48 Vict. c. 68), and obtained an order for an allowance of £330 a year. On the 5th of March a petition was filed asking for a judicial separation on the ground that her husband had not complied with the decree for the restitution of conjugal rights. On the 6th of March the appellant filed a petition for alimony *pendente lite*, and by consent an order was made fixing the same sum as in the restitution suit. On the 10th of June she obtained a decree of judicial separation. Subsequently she came before the Registrar without filing a fresh petition for permanent alimony, but on the petition for alimony *pendente lite* in the restitution suit asked for permanent alimony. The parties were ordered to attend for examination before the Registrar, but on the 26th of July the appellant was sentenced to five years' penal servitude for false pretences, which she is serving at the present time. Thereupon the Registrar refused to proceed with the inquiry as long as the appellant was in prison. Counsel for the appellant contended, firstly, that the order for £330 a year under the decree in the restitution suit was still existing; secondly, that if it was not still existing, then she was entitled to an order for permanent alimony notwithstanding the fact that she was in prison. As regards the first point, the learned judge held the opinion that the order was not existing, for immediately a petitioner files a petition for a judicial separation, any order in a previous restitution suit is put an end to, and she comes under the provisions of the Divorce Acts and can no longer take advantage of the 1884 Act. The case of *Theobald* v. *Theobald* (15 P. D. 26), not cited during the argument, was clear on the point. On p. 28 Butt J., said: "I think the wife is entitled to take one of two courses. She may, if she chooses, institute a suit for judicial separation, in which case she would get alimony, but it would be unsecured; or she may rest content with her decree for restitution of conjugal rights and apply to the court for the periodical allowance contemplated by the Act and have that periodical allowance secured. I do not see anything unreasonable in giving her that option." As regards the second and main contention, it was said that this woman was entitled to have an expensive inquiry held while she was in prison. Many things might happen before her release; for instance, she or her husband might die. Before allotting permanent alimony the court considered the means and present condition of the parties, and if an order was made a sum was fixed which would keep the woman in such a position as she was at the time. In the present case the appellant was in prison, and had all the necessary food and clothes provided for her at the expense of the State. In the case of *Kelly* v. *Kelly* (*suprà*) the woman had only been sentenced to six months' imprisonment, and the report did not shew how long she had served at the time the application for permanent alimony was made. If an order was made in the present case the money would accrue for the appellant's benefit when she came out, which was not the object of alimony. It was not yet time for the husband to be put to the expense of an inquiry, although the time might come when it would be necessary to consider the question. The present application would stand over till two months prior to the appellant's release from prison. Accordingly the appeal would be dismissed, and the question of costs reserved. Leave to appeal was granted.—Counsel, *Barnard*, K.C., and *S. Lambert*; *Lush*, K.C., and *G. Wallace*. Solicitors, *Colyer & Colyer*; *Turner & Sons*.

[Reported by Digby Cotes-Preedy, Barrister-at-Law.]

Societies.

United Law Society.

Nov. 25.—Mr. W. A. Jolly moved: "That the case of *Lacons* v. *Wormall* (1907, 2 K. B. 350) was wrongly decided." Mr. F. H. Dalston opposed the motion. Messrs. Dobson, Chorlton, Aylen, Tebbutt, Bone, and Weigall took part in the debate. After Mr. Jolly had replied, the motion, on being put to the meeting, was lost by 8 votes to 7.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—Nov. 26.—Chairman, Mr. P. B. Henderson.—The subject for debate was: "That the case of *Lacons* v. *Wormall* (1907, 2 K. B. 350), was wrongly decided." Mr. Gavan Duffy opened in the affirmative, Mr. Shrimpton seconded in the affirmative; Mr. Chadwick opened in the negative, Mr. Handley seconded in the negative. The following members also spoke: Messrs. Toller, Blanco-White, Gurney, Cornock, Carpenter, Richardson, and Blagden. The motion was lost by ten votes.

Dec. 3.—Chairman, Mr. J. E. C. Adams.—The subject for debate was:

"That the introduction of a system of proportional representation for Parliamentary and Municipal Elections is desirable in the best interests of the country." Mr. J. Fischer Williams (Hon. Treasurer, Proportional Representation Society) opened in the affirmative, Mr. C. P. Blackwell seconded in the affirmative. The following members continued the debate: Messrs. Blanco-White, Pleadwell, Wales, Henderson, Hands, and Krauss. The motion was carried by three votes.

Birmingham Law Students' Society.—Dec. 3.—Mr. R. A. Willes in the chair.—The following moot point was discussed: "Sloper buys a quantity of 'Buster A1' Tyres from the Lapland Rubber Co. and signs an agreement 'not to sell the company's "Buster A1" Tyres at prices below those scheduled in this agreement.' Sloper has a fire at his shop and the goods are damaged. The insurance company, in the exercise of a discretionary clause in their policy, elect to take the tyres and pay their cost price for them. They subsequently re-sell them to Sloper at a low figure, and he puts them on the market as 'damaged Buster A1' Tyres at prices below those scheduled in his agreement. The Lapland Rubber Co. sue Sloper on his agreement. Will they succeed?" The speakers in the affirmative were Messrs. T. H. Bethell, G. A. Baker, M. I. Clutterbuck, H. Birkett-Barker, F. B. Darling; and in the negative Messrs. T. R. Owens, E. H. Clutterbuck. After the chairman had summed up, he put the question to the meeting, and the voting resulted as follows: For the affirmative, 8; for the negative, 5.

Legal News.

Appointments.

Mr. R. M. Welsford, of the firm of Biddle, Thorne, Welsford, & Sidgwick, of 22, Aldermanbury, London, has been appointed a Commissioner to Take Affidavits, etc., in Matters pending in the Supreme Court of Newfoundland, and Affidavits and Acknowledgments in Proof of Deeds or Documents for Registration in Newfoundland.

Changes in Partnerships.

Dissolutions.

Louis Edward Fawcus, Charles Edward Walker Ogilvie, and William Rowland Fisher, solicitors (Andrews, Fawcus, Ogilvie, & Fisher), 18, Essex-street, Strand, London. Sept. 30. The said business will continue to be carried on in co-partnership by Charles Edward Ogilvie and William Rowland Fisher, under the same style of Andrews, Fawcus, Ogilvie, & Fisher. [*Gazette*, Nov. 9.

General.

Tuesday next, the 10th, and the 16th and 17th insts., have been fixed for the next sittings of the Railway and Canal Commission Court.

The period for depositing at the House of Commons plans relating to private Bills to be promoted in Parliament in the Session 1908 expired on Saturday night. By that time, says the *Times*, plans had been received in reference to 133 Bills, divided as follows:—Railways, 14; tramways, 8; provisional orders, 65; miscellaneous, 46. Last year there were plans for 18 railway Bills, 9 tramway Bills, 43 miscellaneous Bills, and 88 provisional orders, making a total of 158.

At a meeting of the Birmingham City Council on Tuesday, says the *Times*, a letter was read from the Town Clerk, Mr. E. Orford Smith, formally resigning his position in consequence of ill-health. The resignation was accepted with regret, and a resolution was passed recording high appreciation of the ability, fidelity, and courtesy with which Mr. Smith had discharged the duties of his office. It was decided to advertise for a successor, and the salary was fixed at £2,000. Mr. Smith, who was appointed in 1881, retires on a pension of £1,200.

Lord Lindley became last week seventy-nine years of age, says the *Evening Standard*. For upwards of fifty years he has been a personality in legal circles. He was called to the bar of the Middle Temple seven and fifty years ago, and as a Lord Justice of Appeal and Master of the Rolls received a life peerage seven years ago. During the nineteen years he sat as Sir Nathaniel Lindley in the Court of Appeal he enjoyed a reputation for legal learning which few judges have equalled and none have surpassed. His judgments possessed the rare merit of being as lucid as they were literary in form and expression.

The marriage of the Lord Chancellor to Miss Violet Elizabeth Hicks-Beach, eldest daughter of Mr. W. F. Hicks-Beach, of Witcombe Park, Gloucestershire, took place, says the *Times*, on Tuesday afternoon at the Chapel of St. Stephen, Westminster Hall, in the presence of relations and of a few personal friends. It is believed to be the first time that a Lord Chancellor has been married during his term of office, and it is the first ceremony of the kind that has ever been performed in the chapel, which was renovated for the occasion by the Office of Works, and was lighted by electric light. The officiating clergy were the Bishop of London (in place of the Archbishop of Canterbury, who is indisposed), assisted by the Archdeacon of Westminster and Canon Henson, rector of St. Margaret's, Westminster. The presents included: From the Justices of the Supreme Court, a set of nine silver Elizabethan bowls; from the Benchers of the Inner Temple, a silver tray; and from the judicial members of the House of Lords, a silver inkstand and candlesticks.

The Home Secretary, speaking at the annual dinner of the London magistrates, on Tuesday evening, says the *Daily Mail*, said the desire of the Government was to substitute reformatory methods for those which were merely penal in the treatment of young offenders. With this idea they were to promote a Children's Bill next session. Their hope was to wean the young offender by the force of example from any possibility of crime. If the hardened criminal showed that he intended to persist in crime, there was only one remedy. After he had served his term under the law, detain him under some modified system, make him work, and prevent him being a danger to the community. He (Mr. Gladstone) hoped to bring in a Bill dealing with the subject next session.

Rumour credits the Lord Chancellor, says a writer in the *Globe*, with the intention of attempting a reform of the circuit system. He will have no difficulty, whenever he takes the case in hand, in proving that a large proportion of the cases tried at assizes do not require the high order of judicial power which is at present expended upon them. A prisoner was recently sentenced at the Hertford Assizes for stealing a pair of lady's shoes and a pair of shoe trees, of the combined value of 10s. Attempting to obtain 1s. 6d. by false pretences was the offence for which a prisoner was tried at the Warwickshire Assizes the other day. At the Derbyshire Assizes a man was convicted of damaging a plate-glass window. Such cases seem scarcely worthy of the highly-paid services of a High Court judge.

Lord Macnaghten, who, with the exception of Mr. Justice Grantham, is the oldest occupant of the bench, continues, says a writer in the *Globe*, to impart a touch of gaiety to the judicial work of the House of Lords. A decision of the Court of Appeal, in a revenue case, was reversed by the Law Lords the other day, and this is how Lord Macnaghten began his judgment: "This case seems to me to be very plain and very simple. But I must express my opinion with diffidence, because I find that the view which I venture to think so plain and so simple has been described by one of the learned Lords Justices, in a most elaborate judgment, as based on premisses which are absurd and ridiculous." Judges of first instance, whose decisions fare badly in the Court of Appeal not infrequently are comforted by the treatment which the judgments of the Lords Justices receive in the House of Lords.

The figures which the Judicial Adviser of the Egyptian Government gives in his last report as to the detention of untried prisoners may, says the *Journal of the Society of Comparative Legislation*, be recommended to the arttention of those who are responsible for our circuit system. It is needless to say that the difficulty of obtaining evidence in criminal cases is much greater in Egypt than in England or in most European countries. But this difficulty is surmounted. Before the establishment of Assize Courts in Egypt, the average period between the commission of the crime and the sentence was 230 days. In 1905 it had fallen to seventy-one days; in 1906 it was only sixty days. "As far as rapidity of procedure is concerned," remarks the Judicial Adviser with just pride, "Egypt, with an average of two months for inquiry and final judgment in all cases of crime, is in advance of many European countries." He adds this interesting note: "Last summer I was in seven continental capitals, viz.: Lisbon, Madrid, Paris, Christiania, Stockholm, Copenhagen, and Berlin. In each place I made inquiries as to the average time required in practice for finally disposing of a case of crime. I found that the average of these seven countries worked out at between three and four months."

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Joyce.
Monday, Dec. 9	Mr. Beal	Mr. Synge	Mr. Goldschmidt	Mr. Theed
Tuesday 10	Carrington	Bloxam	Borrer	Leach
Wednesday 11	Greswell	Synge	Goldschmidt	Theed
Thursday 12	Church	Bloxam	Borrer	Leach
Friday 13	Farmer	Synge	Goldschmidt	Theed
Saturday 14	King	Bloxam	Borrer	Leach

Date	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.
Monday, Dec. 9	Mr. King	Mr. Church	Mr. Carrington	Mr. Bloxam
Tuesday 10	Farmer	Greswell	Beal	Synge
Wednesday 11	King	Church	Carrington	Leach
Thursday 12	Farmer	Greswell	Beal	Theed
Friday 13	King	Church	Carrington	Borrer
Saturday 14	Farmer	Greswell	Beal	Goldschmidt

The Property Mart.

Result of Sale.

Reversions, Life Policy, Life Interest, and Mines.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 848), at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were Sold at the prices named, the total amount realized being £17,610.

		£
ABSOLUTE REVERSIONS:		
To £1,000	Sold	330
To £400	"	180
To £1,166	"	395
LIFE INTEREST in £45 per annum	"	400
ABSOLUTE INTEREST in One-third of £57,000	"	14,500
POLICY, fully-paid, for £2,000	"	1,155
MINING PROPERTIES at Mariquita, Colombia, S. America ...	"	700

Winding-up Notices.

London Gazette—FRIDAY, Nov. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALAMEDA OIL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maidlow Davis, Threadneedle House, 28-31, Bishopsgate st Within

ALSOP FLOUR PROCESS (1906), LIMITED—Petn for winding up, presented Nov 29, directed to be heard Dec 10. Bristows & Co, Copthall bldgs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 9

ASHANTI GOLD TRUST, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln

BRITISH SONOGRAM CO, LIMITED—Petn for winding up, presented Nov 23, directed to be heard Dec 10. Chinner, Gt Palteney st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 9

D'ERBIGNY HOUSE, LIMITED—Petn for winding up, presented Nov 27, directed to be heard Dec 10. Styer, Fenchurch st, solor for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 9

EAST FINGALL GOLD MINES, LIMITED, of 1904—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to William Fenton Pugh, 3 and 5, Queen st, Cheapside. Blair & Girling, Wool Exchange, solors to liquidator

FORBES, ABBOTT, & LENNARD, LIMITED (Old Company)—Creditors are required, on or before Dec 20 to send in their names and addresses, and particulars of their debts and claims, to Alexander Alfred Yeatman, 2, Coleman st. This notice does not apply to Forbes Abbott, & Lennard, Limited (new Company), incorporated in 1905

GAS AND WATER WORKS SUPPLIES AND CONSTRUCTION CO, LIMITED—Petn for winding up, presented Nov 27, directed to be heard Dec 10. Mills & Co, Queen Victoria st, for Kettle & Co, Wolverhampton, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 9

J. B. BOWER & CO, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Robert Southworth Dawson, Charles st, Bradford. Watson & Co, Bradford, solors for liquidator

PEQUENI EXPLORATION, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to George Sidebotham, St. Clement's House, Clement's ln. Johnson & Co, King's Bench walk, solor for liquidator

PHOTOGRAPHIC MATERIALS, LIMITED—Petn for winding up, presented Nov 27, directed to be heard Dec 10. May & Co, Suffolk House, Lawrence Pountney hill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 9

SANTA ROSA RUBBER AND PROSPECTING SYNDICATE, LIMITED—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Patrick Gow, 34, Clement's ln, Lombard st, liquidator

THAMES STORAGE (EXPLOSIVES) CO, LIMITED IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Joseph Leo Ruth, 16, Austin Friars

TRUSCOTT & SON, LIMITED—Cr-ditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Sidney Dudbridge, Lansdown, Stroud, Gloucester Winterbotham & Sons, Stroud, solors for liquidator

UNIVERSAL PROVIDER, LIMITED—Petn for winding up, presented Nov 27, directed to be heard Dec 10. Carter, Chancery ln, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec

VENDOME SYNDICATE, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to George Thomson, 66, London wall, liquidator

WALLICH'S AUTOMATIC MARKER SYNDICATE, LIMITED—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Roland Robert Callingham, 34, Clement's ln, Lombard st, liquidator

London Gazette.—TUESDAY, Dec. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. TAYLOR & SON, LIMITED—Petn for winding up, presented Nov 19, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, on Dec 13, at 10. Smith & Son, Liverpool, solors for petner; London agents, Jacques & Co, Ely pl. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12

AUSTRALIAN COMMONWEALTH TRUST, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Allan G. Batholomew, 695, Salisbury house. Burbeck & Co, Copthall av, solors to liquidator

CONSOLIDATED DEEP LEADS, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Ernest Pearn, 20, Copthall av. Birkbeck & Co, Copthall av, solors to liquidator

DOVER CHURCH SCHOOLS CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Rev Canon Henry Bartram, 2, Castle st Dover. E & A Elwin, Dover, solors to liquidator

HAWKES REWARD AND MOUNT CHARLOTTE, LIMITED—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick Peel Baxter, 13, Size ln, Queen Victoria st. Elkin & Henriques, Salters' hall ct, solors for liquidator

KALGURLI UNITED GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 16, to send their names and addresses and the particulars of their debts or claims, to Charles Samuel Beale, 72, Bishopsgate st Within. Burn & Berridge, Old Broad st, solors for liquidator

RISBOROUGH COAL, FIRECLAY, AND BRICK CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to George William Roberts, 8, Moorgate st, Rotherham, liquidator

LETHBRIDGE'S MYSORE CONCESSIONS, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Cruttenden, 2, Gt Winchester st, liquidator

NOVA SCOTIA COLLIERIES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to David Lindo Henry, Finsbury House, Blomfield st. Norman, Walbrook, solor for liquidator

PHŒNIX MERTHYR COAL CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 2, to send in their claims to John E. Matthews and Antoine Vonk, Royal Stuart bldgs, James st, Cardiff, liquidators

PONTING BROTHERS, LIMITED Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Algernon Osmond Miles, 28, King st, Cheapside. Biddle & Co, Aldermanbury, solors for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 26.

BEERE, HENRY, Bath, Grocer Dec 31 Glover v Baker, Kekewich, J Phillips, Coleman st

BARTON, ELIZA MARTHA, Beckenham, Kent Dec 31 Parsons v Barton, Parker, J Benham, Laurence Pountney hill, Cannon st

LLOYD, WILLIAM, Ruthin, Solicitor Dec 31 Kain Brown & Co v Roberts, Kekewich, J Roberts, Bristol

STRICKLAND, ELLEN, Little Thorn Farm, Walmer Bridge, nr Longton, Lancs Dec 24 Strickland v Strickland, Registrar, Preston Ascroft, Preston

London Gazette.—FRIDAY, Nov 29.

FRANKLIN, JOHN VEASEY, Brighton Dec 31 Sadler v Franklin, Parker, J Francis & Calley, Austin Friars

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 22.

ARMITAGE, ELIZABETH, Flanshaw, Wakefield Dec 16 Leatham & Co, Wakefield

BEGLEY, WILLIAM, Southend on Sea Dec 5 Cooper, Southend on Sea

BRUNNING, HENRY CALLCOTT, Stock Exchange Jan 1 Parson & Co, Lime st

CASEY, JAMES, Hexham, Northumberland Jan 1 W J S & J A S Scott, Newcastle upon Tyne

CHAPPLE, ELIZA MARY, St Leonards on Sea Dec 18 Blount & Co, Albemarle st

CHATWIN, JULIUS ALFRED, Edgbaston, Birmingham, Architect Dec 24 Gem & Co, Birmingham

CLIFFT, HARRIETTE, Bushbury, Staffs Dec 14 Underhill & Thornecroft, Wolverhampton

COCK, CHARLES HORNBLOWER, West Malvern, Worcester Dec 20 Beauchamp & Gallaher, Worcester

CROMPTON, CHARLES WILLIAM LEE, Khartum, Sudan, Egypt Jan 31 Macnish, Brisbane

DALE, ELLEN, Birmingham Dec 31 A & W H Green, Birmingham

DU CROZ, MARGARET East Grinstead Dec 20 Iliffe & Co, Bedford row

DYER, Sir THOMAS SWINNERTON, Cadogan pl, Chelsea Dec 31 Stileman & Neate, Southampton st, Bloomsbury sq

EDWARDS, Dr GERALD DUNDAS, Assouan, Egypt Jan 2 Atkey & Co, Sackville st, Piccadilly

ELLIOT, HENRY, Walworth rd, Leather Merchant Dec 30 Laundy & Co, Bedford st, Strand

ELLIS, ROBERT HENRY, Leicester, Glove Manufacturer Dec 31 Stevenson & Son, Leicester

ETON, CAROLINE, Olton, Warwick Dec 24 Gem & Co, Birmingham

GILES, CHARLES, Ruckinge, Kent Dec 6 Hallett & Co, Ashford

GOSS, WILLIAM HENRY, Stoke upon Trent, Porcelain Manufacturer Dec 24 Holtom, Stoke upon Trent

GRANGER, CAROLINE, North Allington, Bridport, Dorset Dec 24 Nantes & Maunsell, Bridport

GREEN HARRIET, Manchester Dec 21 Clare & Son, Manchester

GRUMMITT, JOSEPH, Kingston upon Hull Jan 1 Frost & Dawson, Hull

HARDMAN, JOSHUA COATES, Heywood, Lancs, Innkeeper Dec 31 Pickstone & Jones, Radcliffe

HARVEY, HENRY, Hove, Sussex Dec 31 Holmes & Johnson, Brighton

HARRISON, THOMAS, Sheffield, Bank Manager Dec 17 Smith & Co Sheffield

HERITAGE, ELIZA, Maidenhead Dec 31 Nisbet & Co, Lincoln's inn fields

HILL, JANE, Boscombe, Bournemouth Dec 31 Thompson & Debenhams, Claremont sq, Pentonville rd

HODGKINSON ELIZABETH, Mansfield, Notts Dec 31 Alcock, Mansfield

HORSFALL, RUTH, Lindley, Huddersfield Dec 31 Jubb & Co, Halifax

HUGHES, GEORGE, Liverpool Jan 19 Jones & Rees, Liverpool

HUGHES, SAMUEL, Stoneycroft, Liverpool Jan 19 Jones & Rees, Liverpool

HUSTLER, JAMES DEVEREUX, Rotesdale Lodge, Suffolk Dec 21 Bridges & Co, Red Lion sq

JONES, FRANCIS HENRY, Old Colwyn, Denbigh Jan 3 Johnson & Son, Liverpool

KAY, JOSEPH, Stannington, nr Sheffield, Scythe Grinder Jan 22 Ryalls & Son, Sheffield

LANCASTER, JOHN, Middleton, Ilkley, Farmer Dec 23 Fletcher Ilkley

LELY, JOHN MOUNTENEY, Sumner pl, South Kensington, Barrister at Law Dec 20 Iliffe & Co, Bedford row

LOVERING, MARIA, St Austell, Cornwall Dec 21 Carlyon & Stephens, St Austell, Cornwall

LUARD, SARAH MARIA, Leadenham, Lincs Dec 20 Becher Bedford row

MARSLAND, JOHN SAMUEL, Ovenden, Halifax, Gas Engineer Dec 31 Jubb & Co, Halifax

MASON, BENJAMIN, Hart's Hill, nr Dudley Dec 14 Hooper & Fairbairn, Dudley

MILLIGAN, EMILY CAROLINE, South Eaton pl Jan 1 Lowe & Co, Temple gdns

MINTON, EMMA, Seymour rd, Harringay Dec 23 Boulton & Co, Northampton sq

MOORCROFT, THOMAS, Mitwich, Staffs Dec 30 Wilkins, Uttoxeter

MORT, WILLIAM, Stanley cres, Notting Hill Dec 31 Saltwell & Co, Stone bldgs, Lincoln's inn

PILKINGTON, JAMES, Leicester Dec 4 Hall & Son, Bolton

POWELL, THOMAS CHARLES, Lambeth walk Dec 23 Bolton & Co, Northampton sq

PRITCHARD, THOMAS, Broadheath, Worcester, Gymnast Jan 1 Tree, Worcester

RIDDICK, WILLIAM, Rusholme, Manchester Dec 25 Preston & Smith, Manchester

RIDGWAY, THOMAS, Macclesfield Dec 24 Mair & Co, Macclesfield

ROBINSON, JOHN, South Hill pk Hampstead Dec 31 Blake & Co, Serjeants' inn

ROSE, SAMUEL, Withington, Manchester Dec 19 Smith & Co, Manchester

SALMON, ROBERT GREEN, St Osyth, Essex, Farmer Dec 31 Elwes & Co, Colchester

SHELDON MARY, Sheffield Dec 23 Watson & Co, Sheffield

SIMPSON, JAMES, York Dec 31 Shaftoe, York

SMITH, WILHELMINA MARIA CLEMENTI, Comeragh rd, West Kensington Dec 31 Soames & Co, Norfolk st, Strand

SPENDLOVE, JOSEPH, Folkestone, Embroidery Manufacturer Jan 13 Cox, Nottingham

TATE, ROBERT MATTHEW, Fareham, Southampton, Farmer Dec 25 Gilson, Fareham

THOMSON, ANN DEBORAH, Beddington, Surrey Dec 31 stuttaford, St Helen's pl

TRINNELL CHARLES HENRY, Woldingham, Surrey Dec 30 Gush & Co, Finsbury circus

TURNER, MARY ANN, East India rd, Poplar Dec 16 Snow & Co, Gt St Thomas Apostle, Queen st

VORLEY, WILLIAM SAMUEL, Woburn sq, Bloomsbury Jan 31 Holmes & Co, Clement's ln, Lombard st

WEBB, JANE ROSE, Calne, Wilts Dec 23 Spackman, Calne, Wilts

London Gazette.—TUESDAY, Nov. 26.

ATKINS, WILLIAM, Annis rd, South Hackney Dec 31 Forbes & Son, Mark ln

BAINES, JAMES, Southport Dec 19 Tyrer & Fletcher, St Helens

BERCH, THOMAS, Preston, Lancs, Music Dealer Dec 21 Edelston & Son, Preston

BEVINGTON, Col SAMUEL BOURNE, St Thomas st, Southwark, Leather Merchant Dec 24 Hawkes & Co, Borough High st

BOOKER, MARY ANN, Dulverton, Somerset Dec 26 Barrow, Dulverton, Somerset

BRAIN, JOSEPH BENJAMIN Stoke Bishop, Bristol Dec 31 Chilton & Sons, Bristol

BRANNEN, WILLIAM RODDAM, Prudhoe, Northumberland, Butcher Dec 20 Byott & Swan, Newcastle upon Tyne

CAIRD, JOHN, Birkenhead, Chester, Merchant Dec 31 Collins & Co, Liverpool

CAMPBELL, MARY ANN, Liverpool Dec 14 Russell & Russell, Bolton

CARTNER, GEORGE, Bolton Dec 14 Russell & Russell, Bolton

CLARKE, SARAH, Cardiff Dec 21 James, Cardiff

COLEMAN, WILLIAM ARTHUR, Wellingborough Dec 20 Parker, Wellingborough

COOK GEORGE EDWARD PUGH, Morden, Surrey Jan 1 Blunt & Co, Gresham st

CROSSLEY, ABRAHAM, Todmorden, Lancs Joiner Dec 21 Crossley, Todmorden

DAVIES, JOHN EDWARD, jun, Sale, Chester Dec 23 Lee, Manchester

DAWES, ALFRED, Birmingham Dec 14 Dawes, Birmingham

DUNN, CHARLES, Handsworth Dec 23 Williams & Son, Birmingham

FERRBY, MARIAN, Birkenhead, Chester Dec 31 Priest & sons, Liverpool

FORD, GEORGE, Southend on Sea, Corn Merchant Dec 24 Tennant & Co, Southend on Sea

GILL, PAUL Darnall, Sheffield, Cashier Dec 31 Bagshawe & Co, Sheffield

GRAVES, MARY JANE, Weston super Mare Dec 21 Nantes & Maunsell, Bridport, Dorset

HARRIS, ALEXANDER, Petherton rd, Canonbury Dec 31 Cohen & Dunn, Drapers gdns

HARRIS, ANNIE LOUISA, Southport Dec 23 Bottsley & Sharp, Birmingham
HASTLEY, ALICE, Exmouth Jan 8 Pyke & Co, Lincoln's inn fields
HARVEY, RICHARD, Bredbury, nr Stockport, Greengrocer Nov 30 Smith & Son, Hyde
HARVEY, Rev THOMAS, Hounslow Dec 31 Hoar & Co, Maidstone
HIPKIS, KATE, Emsworth, Hants Dec 24 Edgcombe & Co, Southsea
HOWARD, REBECCA, Skerton, Lancs Dec 23 Hall & Co, Lancaster
HOWARD, WILLIAM, Skerton, Lancs, General Dealer Dec 23 Hall & Co, Lancaster
JOHNSTONE, ELIZABETH MARY, Fawcett st, Redcliffe gdns Dec 31 Fooks & Co, Carey st, Lincoln's inn
JONES, WILLIAM, Overton, Flint Dec 21 Morris & Co, Wrexham
KENNEDY, MARY ELIZABETH, Rydal, Westmorland Dec 23 Hall & Co, Lancaster
KINKAID, ANNIE, Newcastle upon Tyne, Carter Dec 21 Bramwell & Bell, Newcastle upon Tyne
KNIGHT, ELIZABETH SARAH, Shipton Gorge, Dorset Dec 21 Nantes & Maunsel, Bridport
LARGE, WILLIAM ALFRED, Westbury gdns, Ealing, Architect Dec 20 Stilgoes, Essex st, Strand
MCVEIGH, ALEXANDER, Poole, Dorset, Master Mariner Dec 31 Dickinson & Co, Poole
MALONEY, ANNE ELIZA, Albury st, Deptford Dec 31 Sugden & Harford, Ironmonger ln, Cheapside
MANDALL, EDWARD, Stockton on Tees, Merchant Dec 31 Newby & Co, Stockton on Tees
MILNE, ABRAHAM, Milnrow, nr Rochdale, Farmer Dec 31 Roberts, Rochdale
NOONE, FREDERICK JOSEPH, Leigh on Sea, Essex Dec 24 Tolhurst & Co, Southend on Sea
RHODES, EMILY, Tunbridge Wells Jan 1 Collyer-Bristow & Co, Bedford row
ROBERTSON, JAMES, Chesterford gdns, Hampstead Jan 1 Miles & Co, King st, Cheapside
ROBINSON, JOHN, Wennington, Lancs, Farmer Dec 23 Hall & Co, Lancaster
ROYLE, JOHN, Perry Barr, Staffs Dec 21 Russell & Son, Lichfield
SPENCER, HARRY HAMMOND, Teignmouth, Devon Jan 17 Hepburn & Co, Bird in Hand ct, Cheapside
SPITTLES, GEORGE, Southborough, Kent, Omnibus Proprietor Dec 24 Buss, Tunbridge Wells
SUTTON, ARTHUR, Harpur st Dec 31 Hale, Theobald's rd
VENABLES, ANNE, Fordingbridge, Hants Dec 30 Gribble & Co, Bedford row
WALKER, BENJAMIN, Southport, Lancs Dec 14 Brown & Co, Southport
WALTERS, JOSEPH, Kegworth, Leicester Dec 11 Rothera & Sons, Nottingham
WALTERS, MARY ANN, Birkenhead Dec 16 Lamb & Co, Birkenhead
WEBB-BOWEN, THOMAS INCE, Haverfordwest, Chief Constable of Pembroke Dec 14 Price & Son, Haverfordwest
WILLS JOHN HENRY, Helston, Cornwall, Miner Dec 18 Thomas, Helston
WOODRUFF, ANN, Heaton Moor, Lancs Dec 20 Stott, Manchester
WORLEY, GEORGIANA SOPHIA, Hastings Dec 16 Shoosmith & Sons, Northampton

London Gazette.—FRIDAY, Nov. 29.

ASHFORD, JOSEPH, Kingston upon Hull, Humber Pilot Jan 1 Laverack & Co, Hull
BAYLEY, Col GEORGE, Elm Park gdns, South Kensington Dec 31 Cree & Son, Gray's inn sq
BULLOCK, HERBERT, Winslow, Bucks Jan 10 Morris & Bristow, Bedford row
CALVERT, LANCELOT PERCY, Sherwood, Notts Dec 31 Cree & Son, Gray's inn sq
COLEMAN, EMMA, Leicester Dec 27 Burgess, Leicester
CONSTERDINE, THOMAS, Cheltenham Dec 27 Cooper & Sons, Manchester
CRESSWELL, COBBET HAYWARD HUNT, Taunton, Somerset Dec 31 Kite & Co, Taunton
DALE, ARTHUR DALTON, Billinghurst, Sussex, Veterinary Surgeon Jan 14 Browne & Co, Warrington
DARLINGTON, PHOEBE, Ash, nr Whitchurch, Salop Jan 23 Mogford, Birmingham
DICKSON, ELIZA ANN, Calabria rd, Highbury Dec 30 Norris & Martin, Devonshire sq
DUGDALE, JOHN, Greenhead, Dalston, Cumberland Dec 21 S & H & Cartmell, Carlisle
DYMENT, ALBERT GILMORE, Bedford Dec 31 Jones & Son, Cardiff
EVANS, JANE ANNE, Llandovery, Carmarthen Dec 31 Barker & Co, Carmarthen
FARMER, ALFRED, Kingston on Thames Dec 31 Sherwood & Co, Kingston on Thames
FOX, HENRY, Sheffield Dec 30 Newsom, Sheffield
GALE, JAMES, Adelaide rd Jan 15 Neave & Co, Outer Temple
GODSON, Sir AUGUSTUS FREDERICK, Malvern, Worcester Dec 31 Cree & Son, Gray's inn sq
HAND, JOHN, Stoke upon Trent, Licensed Victualler Dec 31 Holtom, Stoke upon Trent
HARDWICKE, MARIA, Scarborough Jan 1 W & W S Drawbridge, Scarborough
HAYES, ADELAIDE, Cardiff Dec 21 Jones & Son Cardiff
HOMER, ROSANNAH, New Town, Cradley Heath, Staffs Dec 3 Cookesey & Co, Old Hill
HULL, CATHERINE MARY, Lower Walland, Monkland, Hereford Dec 31 Lloyd & Son, Leominster
HUNTER, EDWARD IVISON, Sacriston, Durham, Butcher Dec 3 Graham & Co, Sunderland
HUNTER, DOROTHY, Sacriston, Durham Dec 3 Graham & Co, Sunderland
JEFFERY, SUSAN, Plymouth Jan 24 Bone & Co, Devonport
JONES, LOUISA, Peatiman rd, Clapham Dec 30 Kingsbury & Turner, Brixton rd
KAUFFMAN, CHARLES, Cricklewood, Fruit Merchant Jan 18 Wilson, Broad ct chmbrs, Covent garden
KEMBLE HENRY CHARLES, Windsor mans, Northumberland st Dec 26 Maddison & Co, Old Jewry
LARKEN, FRANCIS ROPER, Cantilupe Chantry, Lincoln Dec 31 Toynbee & Co, Lincoln
LATHAM, SARAH PATIENCE, Downend, Glos Jan 15 Cole, Bristol
MACDONALD, SUSANNAH, Burton on Trent Jan 10 Drewry & Newbold, Burton on Trent
MALZER, GEORGE JOSEPH, New Oxford st, Restaurant Keeper Dec 29 Russell & Co, Norfolk st, Strand
MASON, ROBERT, Burwell, Cambridge, Farmer Jan 6 Ginn & Co, Cambridge
OWEN, THOMAS, Evertn Dec 29 Menzies & Co, Liverpool
OWEN, WILLIAM, Bettws y Coed, Carnarvon, Miner Dec 15 Jones, Llanrwst
PATTISON, SARAH ANN, Gravesend Jan 1 Hatten, Gravesend
PETRIE, JAMES GEORGE, Holloway rd, Shorthand Writer Jan 1 Kimbers & Boatman, Lombard st
POTTER, MARY, Dartmouth Park hill, Highgate Dec 30 Vernon & Co, Coleman st
PRIESTNER, NATHANIEL TIMPERLEY, Sunderland, Dunham Massey, Chester, Farmer Dec 31 Welford, Manchester
RADCLIFFE, MARY, Queen's gate Jan 10 Nicholson & Co, Princes st, Storey's gate
ROBSON, THOMAS PERCY, Watley Bay, Northumberland, Shipowner Dec 31 Aitchison, Newcastle upon Tyne
SMITH, JAMES, Manchester, Regalia Manufacturer Dec 31 Gardner & Co, Manchester
TAYLOR, EMMA, Rochdale Jan 1 Molesworth & Son, Rochdale
TAYLOR, JOSEPH, Oldham, Mechanic Dec 31 Ascroft & Co, Oldham
TILLBROOK, Rev WILLIAM JOHN, Suffolk st, Pall Mall Jan 1 Baileys & Co, Berners st
TILLETT, ALEXANDER, Thatched House Club, St James' st Jan 31 Burnie, Lombard st
WEIR, JOSEPH, Denton, Lancs Dec 18 Woolfenden, Denton
WEST, JOHN, Ilford Dec 31 Garland & Co, Norfolk st, Strand
WILKINSON, JAMES ROBSON, Newcastle upon Tyne, Police Court Messenger Dec 27 Holmes, Newcastle upon Tyne
WITHEY, ALBERT JAMES, Norfolk House rd, Streatham, Lace Agent Dec 31 McKenna & Co, New Bond st
WOLTON, EMMA, Phillimore gdns, Kensington Jan 10 Duffield & Co, Broad st av
YALDEN, FREEMAN CHARLES, Norfolk st, Strand Jan 31 Stock, Lincoln's inn fields
YEARSLEY, SARAH, Greenfields, Shrewsbury Jan 1 Carrane & Shawcross, Wellington

Bankruptcy Notices.

London Gazette.—TUESDAY, Nov. 26.

RECEIVING ORDERS.

ANGELL, NELSON S, Pauntley, Glos, Commercial Traveller Gloucester Pet Oct 9 Ord Nov 19
ASHWORTH, SQUIRE, Sheffield, Draper Sheffield Pet Nov 21 Ord Nov 21
BAMPFYLDE, The Hon CHARLES WARWICK, Kilmington, Devon Exeter Pet Nov 23 Ord Nov 23
COOK, CHARLES, Bedford, Baker Bedford Pet Nov 22 Ord Nov 22
COOMBE, HENRY GRIFFIN, Bath, Boot Dealer Bath Pet Nov 23 Ord Nov 23
COOPER, HENRY SOUTHERN, Middlewich, Cheshire, Canal Foreman Crewe Pet Nov 22 Ord Nov 22
DARLASTON, ALFRED HENRY, Rhyl, Flint, Lodging house Keeper Bangor Pet Nov 23 Ord Nov 23
DUKE, FRANCIS THOMAS, Westham, Weymouth, Painter Dorchester Pet Nov 23 Ord Nov 23
FLACH, HARRY, Cricklewood Broadway, Photograph Dealer High Court Pet Nov 6 Ord Nov 22
FURZE, SAMUEL, Lampton rd, Hounslow, Builder Brentford Pet Nov 2 Ord Nov 22
GERMAIN, WALTER KELK, Rotherhithe st, Rotherhithe, Licensed Victualler High Court Pet Oct 30 Ord Nov 22
GOODWIN, ROBERT JAMES, Wealdstone, Furniture Dealer St Albans Pet Nov 20 Ord Nov 21
GREAVES, WILLIAM, Redmires, nr Sheffield, Licensed Victualler Sheffield Pet Nov 21 Ord Nov 21
GRILLER, I, Cannon st rd, Baker High Court Pet Nov 5 Ord Nov 22
HIBBS, ARTHUR, Brightlingsea, Essex, Tailor Colchester Pet Nov 23 Ord Nov 23
HINTON, JOSEPH HENRY, Silverstone, Northampton, Painter Northampton Pet Nov 23 Ord Nov 23
HIRST, JOHN CHARLES, Mosbrough, nr Sheffield, Baker Chesterfield Pet Nov 21 Ord Nov 21
HISCOCK, EDWARD ALBERT, Pokesdown, Bournemouth, Cycle Maker Poole Pet Nov 23 Ord Nov 23
HOULT, HENRY CHARLES, Ramsgate, Insurance Agent Canterbury Pet Nov 22 Ord Nov 22
JACKSON, ALFRED, Sheffield, Grocer Sheffield Pet Nov 21 Ord Nov 21
LEGGETT, JOSEPH, Ilex rd, Willesden, Staircase Builder High Court Pet Nov 22 Ord Nov 22
LEES, FRANCIS WALTER HAY, Redland, Bristol, Hide Merchant Bristol Pet Nov 21 Ord Nov 21
LINDSEY, JOHN GEORGE ALEXANDER VESEY, Felixstowe Ipswich Pet Oct 30 Ord Nov 19
MARCHANT, GEORGE, Bexhill, Fruiterer Hastings Pet Nov 7 Ord Nov 22
MARSHALL, GEORGE, Red Hill, Arnold, Notts, Baker Nottingham Pet Nov 21 Ord Nov 21
PARSONS, HAROLD ADRIAN, Upper Parkstone, Dorset, Cabinet Maker Poole Pet Nov 23 Ord Nov 23
PEARSON, FRED, Bilston, Staffs, Beerhouse Keeper Wolverhampton Pet Nov 23 Ord Nov 23
PHILLIPS, WILLIAM, and JAMES JOHNS, Pembroke Dock, Pembroke, Monumental Masons Pembroke Dock Pet Nov 21 Ord Nov 21
RHYMES, THOMAS HENRY, West Alvington, nr Kingsbridge, Devon, Builder Plymouth Pet Nov 21 Ord Nov 21
RIGGS, TOM FOOT, Chesilborne, nr Dorchester, Blacksmith Dorchester Pet Nov 23 Ord Nov 23
ROPE, CHARLES ROBERT, Derby, Builder Derby Pet Nov 22 Ord Nov 22
RUDRAM, ALFRED, Dilham, Norfolk, Carter Norwich Pet Nov 22 Ord Nov 22
RUSSELL, THOMAS, and GEORGE BROOKSBANK, Otley, Yorks, Packing Case Makers Leeds Pet Nov 20 Ord Nov 20
STUBBS, WILLIAM FRANCIS, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 22 Ord Nov 22
TROTTER, MARGARET AGNES, Windermere, Westmorland Kendal Pet Nov 21 Ord Nov 21
WADLOW, RICHARD JOHNSON, Mablethorpe, Licensed Victualler Gt Grimsby Pet Nov 6 Ord Nov 21
WATTS, GEORGE, Richmond Park, Bournemouth, Builder Poole Pet Oct 26 Ord Nov 18
WEBSTER, ALFRED, Burnley Burnley Pet Nov 22 Ord Nov 22
WILLIAMS, WILLIAMS, Cardiff Cardiff Pet Oct 21 Ord Nov 22
WILSON, HENRY WELLS, and CHRISTMAS MALARD, Leeds, Stationers Leeds Pet Nov 20 Ord Nov 20

FIRST MEETINGS.

ALLEN, JOHN HENRY, Spalding, Linc, Market Gardener Dec 6 at 11.40 Law Courts, Peterborough
ATKINSON, ELIZA, Bowness on Windermere, Westmoreland, Draper Dec 10 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
AUSTEN, HENRY EDWARD, Ashford, Kent, Wine Merchant Dec 4 at 11.45 Off Rec, 68A, Castle st, Canterbury
BARKER, JOHN, Sheffield, Dealer in Furniture Dec 5 at 11.30 Off Rec, Figtree ln, Sheffield
BARTLETT, THEOPHILUS, Broadwinsor, Dorset Dec 4 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
BEECH, JOHN THOMAS, Long Eaton, Derby, Tailor Dec 4 at 2.30 Off Rec, 47, Full st, Derby
BULLOWS, ALFRED NEWTON, Walsall Dec 5 at 12 Off Rec, Wolverhampton
CALVERT, WILLIAM HENRY, Cumberland st, Actor Dec 4 at 3 Off Rec, Byrom st, Manchester
CARLEY, WILLIAM, Holcut, Beds, Farmer Dec 5 at 12.15 Off Rec, bridge st, Northampton
CROOK, JAMES WILLIAM, Wigan, Railway Wagon Agent Dec 4 at 3 19, Exchange st, Bolton
DAVIES, WILLIAM, Llanhaden, Glam, Collier Dec 6 at 12 Off Rec, 117, St Mary st, Cardiff
DOUGILL, ALFRED HENRY, Leeds, Engineer Dec 4 at 11 Off Rec, 24, Bond st, Leeds
EDMUNDS, WILLIAM HENRY, Bethesda, Carnarvon, Cycle Dealer Dec 4 at 11.30 Crypt chmbrs, Eastgate row, Chester
EVANS, EVAN, Barmouth, Merioneth, Coal Merchant Dec 6 at 12.45 Town Hall, Aberystwyth
EVANS, JOHN, Liverpool, Clothier Dec 6 at 12 Off Rec, 35, Victoria st, Liverpool
FARMER, GEORGE EDWARD, Wath upon Dearne, Yorks, Glass Dealer Dec 5 at 12 Off Rec, Figtree ln, Sheffield
FEWTRELL, WILLIAM, Southport, Nurseryman Dec 4 at 11 Off Rec, 35, Victoria st, Liverpool
FINNIS, GEORGE, Ramsgate, Baker Dec 4 at 10.15 Off Rec, 68A, Castle st, Canterbury
FLACH, HARRY, Cricklewood broadway, Photograph Dealer Dec 6 at 12 Bankruptcy bldgs, Carey st
FLATT, THOMAS, and FREDERICK YOUNGS, Norwich, Bookbinders Dec 4 at 12 Off Rec, 8, King st, Norwich
FOWLER, EDWARD, Stockton on Tees Carter Dec 4 at 11 Off Rec 8, Albert rd, Middlesbrough
FOWLER, WILLIAM, Sunderland, Physician Dec 6 at 3 Off Rec, 3, Manor pl, Sunderland
GARDINER, ARABELLA, Rhyl, Flint Dec 4 at 12 Crypt chmbrs, Eastgate row, Chester
GERMAIN, WALTER KELK, Rotherhithe st, Rotherhithe, Licensed Victualler Dec 9 at 11 Bankruptcy bldgs, Carey st
GRIFFITHS, JACOB, Queen's Ferry, Flint, Brewer Dec 6 at 12 Crypt chmbrs, Eastgate row, Chester
GRIFFIN, JOSEPH, and CHARLES JOHN GRIFFIN, Wilford, Notts, Asphalters Dec 4 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
GRILLER, I, Cannon st rd, Baker Dec 5 at 11 Bankruptcy bldgs, Carey st
HALL, DANIEL SPENCER, Reedham, Norfolk, Boat Builder Dec 7 at 12 Off Rec, 8, King st, Norwich
HELLSTROM, CARL EDWARD, Freezywater, Waltham Cross, Fruit Grower Dec 6 at 3 14, Bedford row
HILDER, JOHN, Ashford, Kent, Farmer Dec 4 at 10.45 Off Rec, 68A, Castle st, Canterbury
HOLDEN, TOM, Nelson, Bookkeeper Dec 4 at 3.30 Off Rec, 14, Chapel st, Preston
HOLMES, SIMEON, Wellington, Salop, Botanical Beer Manufacturer Dec 7 at 12 Charlton Arms Hotel, Wellington
HOULT, HENRY CHARLES, Ramsgate, Insurance Agent Dec 4 at 10.30 Off Rec, 68A, Castle st, Canterbury
HUGHES, DAVID, Maesteg, Glam, Grocer Dec 4 at 3 Off Rec, 117, St Mary st, Cardiff
HUGO, CHARLES HENRY, Redruth, Cornwall, Livery Stable Keeper Dec 5 at 12 Off Rec, Boscawen st, Truro
JONES, WILLIAM, Pontlottyn, Glam, Confectioner Dec 5 at 2.30 Off Rec, County Court, Townhall, Merthyr Tydfil
LAWSON, J P, Star st, Edgware rd Dec 5 at 2.30 Bankruptcy bldgs, Carey st
LAZARUS, JACOB, Uxbridge rd, West Ealing, House Furnisher Dec 6 at 12 14, Bedford row
LEA, WILLIAM, Cardiff Dec 10 at 9.30 Off Rec, 117, St Mary st, Cardiff
LEES, FRANCIS WALTER HAY, Redland, Bristol, Hide Merchant Dec 4 at 12 Off Rec, 26, Baldwin st, Bristol
LEGGETT, JOSEPH, Ilex rd, Willesden, Staircase Builder Dec 9 at 2.30 Bankruptcy bldgs, Carey st
LINDFIELD, HARRY ERNEST, Strood, Kent, Butcher Dec 9 at 12.15 115, High st, Rochester
LOWE, JAMES WILLIAM, St Helen's, Lancs, Grocer Dec 5 at 12.30 Off Rec, 35, Victoria st, Liverpool
MADDISON, WILLIAM HATTON, Cirencester, Horse Dealer Dec 4 at 11 Off Rec, 26, Regent circus, Swindon
MARSHALL, GEORGE, Red Hill, Arnold, Notts, Baker Dec 4 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
MITCHELL, JAMES MCKUNE, Upper Boat, nr Pontypridd, Licensed Victualler Dec 5 at 11.30 Off Rec, Post Office chmbrs, Pontypridd
PHELPS, REGINALD HAROLD, Bridgwater, Grocer Dec 4 at 11.30 Off Rec, 26, Baldwin st, Bristol
POWELL, JOSEPH, Market Drayton, Salop, Carriage Builder Dec 5 at 11.30 Off Rec, King st, Newcastle, Staffs

RECORD, FREDERICK EDWIN, and ALFRED HARRY RECORD, Rochester, Coal Merchants Dec 9 at 12.30 115, High st, Rochester

RICHARDSON, JOHN, Headingley, Leeds, Commercial Traveller Dec 5 at 11.30 Off Rec, 24, Bond st, Leeds

RODGERS, JOSEPH, Sheffield, Cutlery Manufacturer Dec 5 at 12.30 Off Rec, Figtree ln, Sheffield

RUDRAM, ALFRED, Dilham, Norfolk, Carter Dec 4 at 12.30 Off Rec, 8, King st, Norwich

RUSSEY, JOHN WILLIAM, Northampton, Grocer Dec 5 at 11.30 Off Rec, Bridge st, Northampton

RUSSELL, THOMAS, and GEORGE BROOKSBANK, Otley, Yorks, Packing Case Makers Dec 4 at 12 Off Rec, 24, Bond st, Leeds

SAKOSCHANSKY, JOSEPH, Nottingham Dec 4 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SINCLAIR, WILLIAM HARRISON, Gt Grimsby, Painter Dec 4 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

STEWART, SARA, Bristol, Draper Dec 4 at 11.45 Off Rec, 26, Baldwin st, Bristol

THORNE, RICHARD, Fordington, Dorchester, Haulier Dec 4 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury

TUCKER, EDWIN, Maesteg, Baker Dec 4 at 12.30 Off Rec, 117, St Mary st, Cardiff

WELLINGS, JOSEPH, Fochriw, Glam. Grocer Dec 5 at 3 Off Rec, County Court, Town Hall, Merthyr Tydfil

WILLIAMS, RICHARD, Aberbargoed, Mon, Colliery Hitcher Dec 4 at 11 Off Rec, 144, Commercial st, Newport, Mon

WILSON, SEYMOUR WILLIAM, Liverpool, Forwarding Agent Dec 5 at 12 Off Rec, 35, Victoria st, Liverpool

WILSON, HENRY WELLS, and CHRISTMAS MALYARD, Leeds, Stationers Dec 5 at 11 Off Rec, 24, Bond st, Leeds

ZAUNER, CHARLES, Pontycymmer, Glam, Glazier Dec 4 at 2.30 Off Rec, 117, St Mary st, Cardiff

Amended notice substituted for that published in the London Gazette of Oct 22:

FRANKLIN, J W, Richmond rd, Bayswater, Land Agent As previously advertised at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANGELMAN, SAMUEL, Birkenhead, Cheshire, Tailor Birkenhead Pet Nov 5 Ord Nov 22

ASHWORTH, SQUIRE, Sheffield, Draper Sheffield Pet Nov 21 Ord Nov 21

CHADWELL, CHARLES, Blackburn, Civil Engineer Blackburn Pet July 13 Ord Nov 23

CONNOLLY, ALBERT WILLIAM, Brompton sq High Court Pet June 14 Ord Nov 25

COOK, CHARLES, Bedford, Baker Bedford Pet Nov 22 Ord Nov 22

COOMBE, HENRY GRIFFIN, Bath, Boot Dealer Bath Pet Nov 23 Ord Nov 23

COOPER, HENRY SOTHERN, Middlewich, Cheshire, Canal Foreman Crewe Pet 22 Ord Nov 22

CROOK, JAMES WILLIAM, Lower Ince, Wigan, Railway Wagon Agent Wigan Pet Oct 31 Ord Nov 21

DARLASTON, ALFRED HENRY, Rhyl, Flint, Lodging House Keeper Bangor Pet Nov 23 Ord Nov 23

DOUGILL, ALFRED H, Leeds, Engineer Leeds Pet Oct 26 Ord Nov 21

DUKE, FRANCIS THOMAS, Westham, Weymouth, Painter Dorchester Pet Nov 23 Ord Nov 23

GOODWIN, ROBERT JAMES, Spencer rd, Wealdstone, Furniture Dealer St Albans Pet Nov 20 Ord Nov 20

GREAVES, WILLIAM, Redmires, nr Sheffield, Licensed Victualler Sheffield Pet Nov 21 Ord Nov 21

HARRIS, JOHN, Boscombe, Bournemouth Poole Pet Sept 27 Ord Nov 22

HAUPT, FREDERICK, Morning ln, Hackney, Baker High Court Pet Oct 24 Ord Nov 22

HAZELL, EDWARD, Goring Heath, Oxford, Beer Retailer Oxford Pet Oct 26 Ord Nov 23

HEINDORF, OSCAR, Gt Winchester st, Colonial Merchant High Court Pet Sept 5 Ord Nov 23

HOLLINGS, HENRY RICHARD Red Lion st, St George's East, Van Builder High Court Pet Oct 23 Ord Nov 23

HIBBS, ARTHUR, Brightlingsea, Essex, Tailor Colchester Pet Nov 23 Ord Nov 23

HINTON, JOSEPH HENRY, Silverstone, Northampton, Painter Northampton Pet Nov 23 Ord Nov 23

HIRST, JOHN CHARLES, Mosbrough, nr Sheffield, Baker Chesterfield Pet Nov 21 Ord Nov 21

HISCOCK, EDWARD ALBERT, Pokesdown, Bournemouth, Cycle Maker Poole Pet Nov 23 Ord Nov 23

HOULT, HENRY CHARLES, Ramsgate, Insurance Agent Canterbury Pet Nov 22 Ord Nov 22

HOWDEN, GILBERT HENRY, Shirehampton, Bristol, Tailor Bristol Pet Nov 12 Ord Nov 21

JACKSON, ALFRED, Sheffield, Grocer Sheffield Pet Nov 21 Ord Nov 21

JONES, WILLIAM, and WILLIAM HENRY JONES, Montgomery, Coach Builders Newtown Pet Oct 9 Ord Nov 22

LAZARUS, JACOB, Uxbridge rd, West Ealing, House Furnisher Brentford Pet Oct 24 Ord Nov 20

LESS, FRANCIS WALTER HAY, Bedland, Bristol, Hide Merchant Bristol Pet Nov 21 Ord Nov 21

LEMMINGS, FREDERICK, Thame, Oxford, Painter Aylesbury Pet Nov 12 Ord Nov 23

MARSHALL, GEORGE, Red Hill, Arnold, Notts, Baker Nottingham Pet Nov 21 Ord Nov 21

MORRIS, JOSEPH, Wymering mans, maida Vale, Investment Broker High Court Pet Oct 23 Ord Nov 21

PARSONS, HAROLD ADRIAN, Upper Parkstone, Dorset, Cabinet Maker Poole Pet Nov 23 Ord Nov 23

PEARSON, FRED, Bilston, Staffs, Beerhouse Keeper Wolverhampton Pet Nov 23 Ord Nov 23

PHILLIPS, WILLIAM, and JAMES JONES, Pembroke Dock, Pembroke, Monumental Masons Pembroke Dock Pet Nov 21 Ord Nov 21

RHYMES, THOMAS HENRY, West Alvington, nr Kingsbridge, Devon, Builder Plymouth Pet Nov 21 Ord Nov 21

RIGGS, TOM FOOT, Chesilborne, nr Dorchester, Dorset, Blacksmith Dorchester Pet Nov 23 Ord Nov 23

ROBINSON, WHALLEY, Southport, Lancs, Stationer Liverpool Pet Oct 16 Ord Nov 23

ROPE, CHARLES ROBERT, Derby, Builder Derby Pet Nov 22 Ord Nov 22

RUDRAM, ALFRED, Dilham, Norfolk, Carter Norwich Pet Nov 22 Ord Nov 22

RUSSELL, THOMAS, and GEORGE BROOKSBANK, Otley, Yorks, Packing Case Makers Leeds Pet Nov 20 Ord Nov 20

SEALEY, ARTHUR WILLIAM, Mare st, Hackney High Court Pet Sept 27 Ord Nov 21

SOUTHWELL, ALFRED, Linthorpe rd, Stamford Hill, Fruit Salesman High Court Pet Oct 26 Ord Nov 21

STUBBS, WILLIAM FRANCIS, Kingston upon Hull, Grocer Kingston upon Hull Pet Nov 22 Ord Nov 22

TROTTER, MARGARET AGNES, Windermere, Westmorland Kendal Pet Nov 21 Ord Nov 21

WADLOW, RICHARD JOHNSON, Mablethorpe, Licensed Victualler Gt Grimsby Pet Nov 6 Ord Nov 22

WARMINGTON, ROBERT THOMAS, Bath, Licensed Victualler High Court Pet Sept 3 Ord Nov 21

WEBSTER, ALFRED, Burnley Burnley Pet Nov 22 Ord Nov 22

WHITE, RICHARD, Bearwood, Smethwick, Staffs West Bromwich Pet Oct 14 Ord Nov 23

WILDE, JAMES DEARDEN, St Leonard's on Sea, Sussex, Schoolmaster Hastings Pet Nov 6 Ord Nov 21

WILSON, HENRY WELLS, and CHRISTMAS MAYLARD, Leeds, Stationers Leeds Pet Nov 20 Ord Nov 20

Amended notice substituted for that published in the London Gazette of Nov 12:

GEORGE, EDWARD THOMAS, Strand, Florist High Court Pet Aug 29 Ord Nov 6

Amended notice substituted for that published in the London Gazette of Nov 22:

TOTTENHAM, BERESFORD PATRICK STUART CHRICHTON LOFTUS, Marylebone rd, Marylebone, Money Lender High Court Pet Aug 13 Ord Nov 16

London Gazette.—FRIDAY, Nov. 29.

RECEIVING ORDERS.

ALLEN, THOMAS ROBINSON, Hereford, Manufacturer of Artificial Teeth Hereford Pet Nov 27 Ord Nov 27

BARNES, THOMAS HENRY, Kingston, Portsmouth, Corn Merchant Portsmouth Pet Nov 25 Ord Nov 25

BEATSON, LEONARD FRANK, St Margaret's Bay, nr Dover, Army Tutor Canterbury Pet Nov 27 Ord Nov 27

BEDDOWS, WALTER, Halliwell, Bolton, Lancs, Boot Repairer Bolton Pet Nov 26 Ord Nov 26

BERRY, ALBERT, High rd, Leytonstone, Grocer High Court Pet Nov 9 Ord Nov 25

CAMPION, EMANUEL, Honiton, Devon, Coach Builder Exeter Pet Nov 25 Ord Nov 25

COLEMAN, EDWARD MOUNTFORD, Leamington, Warwick Warwick Pet Nov 27 Ord Nov 27

CUDDON, GEORGE JOHN, Bloomsbury st High Court Pet Oct 22 Ord Nov 25

CUDDON, GEORGE WOODTHORPE, Salisbury House, London wall High Court Pet Oct 4 Ord Nov 25

DAVIES, JOHN ADAMS, Brynmawr, Brecon, Builder Tredegar Pet Nov 25 Ord Nov 25

DOUGLAS, SIMON, West Hartlepool, Durham, House Furnisher Sunderland Pet Nov 26 Ord Nov 26

DOWN, HERBERT SAMUEL, Ashwater, Devon, Blacksmith Barnstaple Pet Nov 26 Ord Nov 26

ELLIOT, EDWARD REGINALD, Eaglescliffe, Durham, Solicitor Stockton on Tees Pet Nov 9 Ord Nov 25

FELTS, WILLIAM ROBERT, Ragnall, Notts, Farmer's Assistant Lincoln Pet Nov 25 Ord Nov 25

GRAD, ARNOLD MARCUS, Houndsditch, Fancy Goods Dealer High Court Pet Nov 13 Ord Nov 25

GRAHAM, JAMES, Newcastle on Tyne, Cart Proprietor Newcastle on Tyne Pet Nov 27 Ord Nov 27

GREEN, HARRY, Walsall, Baker Walsall Pet Nov 23 Ord Nov 23

HAYDEN, HENRY, Coleman st, Accountant High Court Pet April 12 Ord Nov 26

HOYLE, FOSTER, Holbeck, Leeds Leeds Pet Nov 25 Ord Nov 25

HUGHES, GEORGE, Rhyl, Flint, Draper Bangor Pet Nov 27 Ord Nov 27

HYSLOP, JOHN, Shrewsbury, Licensed Victualler Shrewsbury Pet Nov 12 Ord Nov 26

JOYNSON, JOHN EDGAR, Northwich, Grocer Crewe Pet Nov 27 Ord Nov 27

LAYBOURNE, JAMES, Thurstonland, nr Huddersfield, Innkeeper Huddersfield Pet Nov 13 Ord Nov 25

LEA, JOHN, Lower Broughton, Salford, Lancs, Grocer Salford Pet Nov 27 Ord Nov 27

LEE, GEORGE, Gloucester, Baker Gloucester Pet Nov 26 Ord Nov 26

LEWIS, LOUIS, Hormead rd, Paddington, Tailor High Court Pet Nov 27 Ord Nov 27

LINES, WALLACE, Birmingham, Tailor Birmingham Pet Nov 26 Ord Nov 26

LOCKE, MARY JANE, Luppitt, Devon, Farmer Exeter Pet Nov 25 Ord Nov 25

LORD, JOSEPH, Radcliffe, Lancs, Greengrocer Bolton Pet Nov 26 Ord Nov 26

MARSDEN, WILLIAM, Meller, Derby, Bleacher's Finisher Salford Pet Nov 23 Ord Nov 23

METCALF, JOHN WILLIAM, N wmarket, Cambs, Surveyor Cambridge Pet Nov 25 Ord Nov 25

MILWARD, BENNETT, Old Park rd, Palmer's Green, Builder Edmonton Pet Nov 5 Ord Nov 25

MUSSARED, JAMES, Herne Bay, Kent Canterbury Pet Nov 25 Ord Nov 25

NEALE, GEORGE HENRY, Luton, Grocer Luton Pet Nov 26 Ord Nov 26

ODDY, SAM, Ilkley, Yorks, Farmer Leeds Pet Nov 6 Ord Nov 25

PAYNE, BENJAMIN, Portsmouth, House Furnisher Portsmouth Pet Nov 26 Ord Nov 26

PHILLIPS, MARY JANE, Haverfordwest, China Dealer Pembroke Dock Pet Nov 26 Ord Nov 26

REDDISH EDMUND, Stockton on Tees Gun Dealer Stockton on Tees Pet Nov 4 Ord Nov 25

ROBERTS, BENJAMIN, Pentre, Glam, Colliery Ripper Pontypridd Pet Nov 25 Ord Nov 25

ROWLANDS, FRANCIS, South Brent, Devon, Coal Merchant Plymouth Pet Nov 25 Ord Nov 25

RUSSELL, CHARLES WILLIAM, Gilespie rd, Highbury, Steam Laundry Proprietor High Court Pet Nov 25 Ord Nov 26

SHARP, WILLIAM, Hubberts Bridge, Lincs, Blacksmith Boston Pet Nov 25 Ord Nov 25

SKINNER, AMOS F. Catsfield, Sussex, Grocer Hastings Pet Nov 25 Ord Nov 25

SMITH, L RUSSELL, Erith, Kent, Tobacco Dealer Rochester Pet Nov 6 Ord Nov 25

STEVENSON, GEORGINA, Boscombe, Bournemouth, Lodging house Keeper Poole Pet Nov 20 Ord Nov 27

THOMPSON, EDWARD BLAMIRE, Bradford, Boot Dealer Bradford Pet Nov 27 Ord Nov 27

TURNEY, HORACE PAGET, Pitstone, nr Tring, Bucks, Duck Breeder Aylesbury Pet Nov 26 Ord Nov 26

FIRST MEETINGS.

ANGELL, NELSON SIMEON, Pauntley, Glos, Commercial Traveller Dec 7 at 12 Off Rec Station rd Gloucester

ANGELMAN, SAMUEL, Birkenhead, Chester, Tailor Dec 9 at 2.30 Off Rec, 35, Victoria st, Liverpool

BARNES THOMAS HENRY, Kingston, Portsmouth, Corn Merchant Dec 9 at 3 Off Rec, Cambridge junc, High st, Portsmouth

BARTHOFF, MARCUS, Herne Bay, Kent Dec 7 at 10.30 Off Rec, 68A, Castle st, Canterbury

BEDDOWS, WALTER, Halliwell, Bolton, Clogger Dec 10 at 3 19, Exchange st, Bolton

BERRY, ALBERT, Leytonstone, Essex, Grocer Dec 10 at 1 Bankruptcy bldgs, Carey st

BREWER, HARRY, Felixstow, Suffolk, Builder Dec 20 at 2 Angel Hotel, Bury St Edmunds

CAMPION, EMANUEL Honiton, Devon, Coachbuilder Dec 12 at 10 30 Off Rec 9, Bedford circus, Exeter

COOK, CHARLES, Bedford, Baker Dec 7 at 24 Messrs. Hannley & Morrison's Office, Mill st, Bedford

CUDDON, GEORGE JOHN, Bloomsbury st Dec 10 at 12 Bankruptcy bldgs, Carey st

CUDDON, GEORGE WOODTHORPE, Salisbury House, London wall Dec 10 at 12.30 Bankruptcy bldgs, Carey st

ELLIS, JAMES, Plymouth, Fisherman Dec 9 at 12 7, Buckland ter, Plymouth

EVANS, DANIEL, Gwaencaegurwen, Llangnicke, Labourer Dec 7 at 11 Off Rec, 31, Alexandra rd, Swansea

FELTS, WILLIAM ROBERT, Ragnall, Notts, Farmer's Assistant Dec 11 at 12 Off Rec, 31, Silver st, Lincoln

GRAD, ARNOLD MARCUS, Houndsditch, Fancy Goods Dealer Dec 11 at 11 Bankruptcy bldgs, Carey st

HAYDEN, HENRY, Coleman st, Accountant Dec 11 at 12 Bankruptcy bldgs, Carey st

HAZELL, EDWARD, Goring Heath, Oxford, Beer Retailer Dec 7 at 12 1, St Aldates, Oxford

HINTON, JOSEPH HENRY, Silverstone, Northampton, Painter Dec 7 at 12 Off Rec, Bridge st, Northampton

HIRST, JOHN CHARLES, Mosborough, nr Sheffield, Baker Dec 13 at 12.30 Angel Hotel, Chesterfield

HISCOCK, EDWARD ALBERT, Pokesdown, Bournemouth, Cycle Maker Dec 10 at 3.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth

HOLLAND, CHARLES TREVENEN TOWNSEND, Coventry Dec 9 at 11.30 Off Rec, 8, High st, Coventry

HOYLE, FOSTER, Holbeck, Leeds Dec 9 at 11.30 Off Rec, 24, Bond st, Leeds

HYSLOP, JOHN, Shrewsbury, Licensed Victualler Dec 9 at 11.30 Off Rec. 22, swan hill, Shrewsbury

JEWELL, MARY, Camborne, Cornwall, Fancy Milliner Dec 9 at 12 Off Rec, Boscawen st, Truro

LEMMINGS, FREDERICK, Thame, Oxford, Painter Dec 9 at 12 1, St Aldates, Oxford

LOCKE, MARY JANE, Luppitt, Devon, Farmer Dec 12 at 10.30 Off Rec, 9, Bedford circus, Exeter

LORD, JOSEPH, Radcliffe, Lancs, Greengrocer Dec 10 at 2.30 19, Exchange st, Bolton

MARSDEN, WILLIAM, Mellor, Derby, Bleacher's Finisher Dec 7 at 11 Off Rec, Byrom st, Manchester

ODDY, SAM, Ilkley, Yorks, Farmer Dec 9 at 11 Off Rec, 24, Bond st, Leeds

ORME, JOHN, Derby Dec 7 at 11 Off Rec, 47, Full st, Derby

PARSONS, HAROLD ADRIAN, Upper Parkstone, Dorset, Cabinet Maker Dec 10 at 4 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth

PAYNE, BENJAMIN, Buckland, Portsmouth, House Furnisher Dec 9 at 4 Off Rec, Cambridge junc, High st, Portsmouth

PHILLIPS, WILLIAM, and JAMES JOHNS, Llanion, Pembroke Dock, Monumental Masons Dec 13 at 1 Temperance Hall, Pembroke Dock

QUINCEY, EDWARD, Wantage, Berks, Licensed Victualler Dec 7 at 12.30 1, St Aldates, Oxford

RHYMES, THOMAS HENRY, West Alvington, nr Kingsbridge, Builder Dec 16 at 11 7, Buckland ter, Plymouth

ROBERTS, BENJAMIN, Pentre, Glam, Colliery Ripper Dec 9 at 11 Off Rec, Post Office chmbrs, Pontypridd

ROPE, CHARLES ROBERT, Derby, Builder Dec 7 at 11.30 Off Rec, 47, Full st, Derby

ROWLANDS, FRANCIS, South Brent, Devon, Coal Merchant Dec 10 at 12 7, Buckland ter, Plymouth

RUSSELL, CHARLES WILLIAM, Gillespie rd, Highbury, Steam Laundry Proprietor Dec 9 at 12 Bankruptcy bldgs, Carey st

SANSOME, JOHN EDWARD, Denton Lodge, Northampton, Printer Dec 10 at 12.15 Off Rec, Bridge st, Northampton

SARSON, FRANCIS HENRY, Rhyl, Flint Dec 9 at 12 Crypt chmbrs, Eastgate row, Chester

SMITH, LIONEL RUSSELL, Erith, Kent, Tobacco Dealer Dec 16 at 12.30 115, High st, Rochester

ST JOHN, ANNIE, France Lynch, Chalford, Glos Dec 10 at 11 Off Rec, Station rd, Gloucester

STAFFORD, WILLIAM HENRY, Derby, House Furnisher Dec 7 at 12 Off Rec, 47, Full st, Derby

STUBBS, WILLIAM FRANCIS, Kingston upon Hull, Grocer Dec 7 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

THOMPSON, EDWARD BLAMIRE, Bradford, Boot Dealer Dec 10 at 11 Off Rec, 24, Manor row, Bradford

TROTTER, MARGARET AGNES, Windermere, Westmorland Dec 10 at 11.45 Off Rec, 16, Cornwallis st, Barrow in Furness

WATTS, GEORGE, Bournemouth, Builder Dec 10 at 2.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth

WEBSTER, ALFRED, Burnley Dec 7 at 11.30 14, Chapel st, Preston

WHITE, RICHARD, Bearwood, Smethwick Dec 9 at 11.30 191, Corporation st, Birmingham

WILDE, ALGERNON SIDNEY, Thorpe Hamlet, Norwich, Accountant Dec 7 at 3.30 Off Rec, 8, King st, Norwich

WYKES, JOHN, and HERBERT EWART GLADSTONE WYKES, Peterborough, Builders Dec 9 at 12.30 The Law Courts, Peterborough

ADJUDICATIONS.

ALLEN, THOMAS ROBINSON, Hereford, Manufacturer of Artificial Teeth Hereford Pet Nov 27 Ord Nov 27

ANGELL, NELSON SIMEON, Pauntley, Glos, Commercial Traveller Gloucester Pet Oct 9 Ord Nov 25

AUSTEN, HENRY EDWARD, Ashford, Kent, Wine Merchant Canterbury Pet Nov 11 Ord Nov 23

BARNES, THOMAS HENRY, Kingston, Portsmouth, Corn Merchant Portsmouth Pet Nov 25 Ord Nov 25

BEATSON, LEONARD FRANK, 86 Margarets Bay, nr Dover, Army Tutor Canterbury Pet Nov 27 Ord Nov 27

BEDDOWS, WALTER, Halliwell, Bolton, Lancs, Boot Repairer Bolton Pet Nov 26 Ord Nov 26

BISHOP, CYRIL, Gracechurch st High Court Pet Oct 14 Ord Nov 26

CAMPION, EMANUEL, Honiton, Devon, Coach Builder Exeter Pet Nov 25 Ord Nov 25

COLEMAN, EDWARD MOUNTFORT, Leamington, Warwick Warwick Pet Nov 27 Ord Nov 27

COLMAN, EDWARD, Bishopsgate st Within High Court Pet Feb 15 Ord Nov 25

DAVIES, JOHN ADAMS, Brynmawr, Brecon, Builder Tredegar Pet Nov 25 Ord Nov 25

DOUGLAS, SIMON, West Hartlepool, House Furnisher Sunderland Pet Nov 26 Ord Nov 26

DOWN, HEBER SAMUEL, Ashwater, Devon, Blacksmith Launceston Pet Nov 26 Ord Nov 26

EDGE, H P, Strathfield Turgess, Winchfield, Hants Winchester Pet Nov 27 Ord Nov 27

FELTS, WILLIAM ROBERT, Ragnall, Notts, Farmer's Assistant Lincoln Pet Nov 25 Ord Nov 25

GRAHAM, JAMES, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Nov 27 Ord Nov 27

GREEN, HARRY, Walsall, Baker Walsall Pet Nov 23 Ord Nov 23

HOYLE, FOSTER, Holbeck, Leeds Leeds Pet Nov 25 Ord Pet Nov 25

HUGHES, GEORGE, Rhyl, Flint, Draper Bangor Pet Nov 27 Ord Nov 27

JOYNSON, JOHN EDGAR, Northwich, Grocer Crewe Pet Nov 27 Ord Nov 27

LARRAD, PERCY, Howley pl, Paddington, Fruiterer High Court Pet Oct 29 Ord Nov 25

LEA, JOHN, Lower Broughton, Salford, Lancs, Grocer Salford Pet Nov 27 Ord Nov 27

LEE, GEORGE, Gloucester, Baker Gloucester Pet Nov 26 Ord Nov 26

LEGGETT, JOSEPH, Burnham, Bucks, Staircase Builder High Court Pet Nov 12 Ord Nov 27

LEWIS, LOUIS, Hormead rd, Paddington, Tailor High Court Pet Nov 27 Ord Nov 27

LINES, WALLACE, Birmingham, Tailor Birmingham Pet Nov 26 Ord Nov 26

LOCKE, MARY JANE, Luppitt, Devon, Farmer Exeter Pet Nov 25 Ord Nov 25

LORD, JOSEPH, Radcliffe, Lancs, Greengrocer Bolton Pet Nov 26 Ord Nov 26

MARSDEN, WILLIAM, Mellor, Derby, Bleacher's Finisher Salford Pet Nov 22 Ord Nov 22

METCALF, JOHN WILLIAM, Newmarket, Surveyor Cambridge Pet Nov 25 Ord Nov 26

MUSSARED, JAMES, Herne Bay, Kent Canterbury Pet Nov 25 Ord Nov 25

NAYLOR, CHARLES JAMES, Queen st, Hammersmith, Grocer High Court Pet Nov 13 Ord Nov 25

NEALE, GEORGE HENRY, Luton, Grocer Luton Pet Nov 26 Ord Nov 26

ODDY, SAM, Ilkley, Yorks, Farmer Leeds Pet Nov 6 Ord Nov 26

PAYNE, BENJAMIN, Buckland, Portsmouth, House Furnisher Portsmouth Pet Nov 26 Ord Nov 26

PHILLIPS, MARY JANE, Haverfordwest, China Dealer Pembroke Dock Pet Nov 26 Ord Nov 26

ROBERTS, BENJAMIN, Pentre, Glam, Colliery Ripper Pontypridd Pet Nov 25 Ord Nov 25

ROWLANDS, FRANCIS, South Brent, Devon, Coal Merchant Plymouth Pet Nov 25 Ord Nov 25

SCHOLZ, CHARLES LESLIE, Moorgate st, Engineer High Court Pet June 12 Ord Nov 21

SHARP, WILLIAM, Hubberts Bridge, Lincs, Blacksmith Boston Pet Nov 25 Ord Nov 25

SMITH, LIONEL RUSSELL, Erith, Kent, Tobacco Dealer Rochester Pet Nov 6 Ord Nov 27

STEWART, SARA, Bristol, Draper Bristol Pet Oct 17 Ord Nov 27

THOMPSON, EDWARD BLAMIRE, Bradford, Boot Dealer Bradford Pet Nov 27 Ord Nov 27

TURNEY, HORACE PAGET, Pitstone, nr Tring, Bucks, Duck Breeder Aylesbury Pet Nov 26 Ord Nov 26

WARE, EDWARD JOHN, Leyton rd, Stratford, Grocer High Court Pet Oct 31 Ord Nov 25

Amended notice substituted for that published in the London Gazette of Nov 1:

BRADBURY, JOHN WILLIAM UNSWORTH, Harpurhey, Manchester, Clerk Salford Pet Oct 11 Ord Oct 29

ADJUDICATION ANNULLED.

SOUTHWELL, EDWARD BUCKINGHAM, Maitland Villa, North Finchley, Dealer in House Property Barnet Adjud Nov 15, 1906 Annul Oct 29, 1907

London Gazette.—TUESDAY, Dec. 3.

RECEIVING ORDERS.

BAILEY, JOSEPH, Applebury Grange, Egerton, Kent Canterbury Pet Oct 12 Ord Nov 30

BAUER, GEORGE HERBERT, Finsbury sq, Agent High Court Pet Nov 28 Ord Nov 28

BULMER, HENRY STANLEY, Harrogate, Stock Broker York Pet Nov 27 Ord Nov 27

CANNON, MATTHEW, Penrith, Cumberland, Grocer Carlisle Pet Nov 28 Ord Nov 28

CHAPMAN, THOMAS, Blackheath hill, Greenwich, Grocer Wandsworth Pet Nov 28 Ord Nov 28

CLARK, ERNEST ALBERT, Gt Grimsby, Florist Gt Grimsby Pet Nov 30 Ord Nov 30

COX, WILLIAM, Rugby, Builder Coventry Pet Nov 30 Ord Nov 30

CRAWSHAW, HENRY, Grays Thurrock, Essex, Baker Chelmsford Pet Nov 27 Ord Nov 27

DALZELL, JOHN GEORGE, Arundel st, Strand, Solicitor High Court Pet Oct 17 Ord Oct 31

DOBELL, ROBERT, Truro, Solicitor Truro Pet Nov 28 Ord Nov 28

EMANUEL, EMANUEL, Gloucester ter, Hyde Park High Court Pet July 27 Ord Nov 29

GIBSON, GEORGE JOHN, Margate Canterbury Pet Nov 29 Ord Nov 29

GODWARD, EDWARD GEORGE, Norwood rd, Herne Hill, Picture Frame Maker High Court Pet Nov 30 Ord Nov 30

GRIMSHAW, JOHN, Norwich, Builder Norwich Pet Nov 29 Ord Nov 30

HALL, JOSEPH, Levenshulme, nr Manchester, Painter Manchester Pet Nov 28 Ord Nov 28

HARRIES TINPLATE CO, THE, Liverpool, Metal Merchants Liverpool Pet Nov 14 Ord Nov 28

HORWOOD, HARRY, Winslow, Draper Banbury Pet Nov 15 Ord Nov 29

HUNT, WILLIAM, CHARLES, Hallen, Henbury, Glos Bristol Pet Nov 28 Ord Nov 28

JENKINSON, ROBERT, ALBERT JENKINSON, and LEWIS JENKINSON HONLEY, nr Huddersfield, Builders Huddersfield Pet Nov 28 Ord Nov 28

JENRICK, HERBERT, Buckiersbury, Shop Front Fitter High Court Pet Nov 13 Ord Nov 29

JONES, JOHN, Tregarth, Carnarvon, Labourer Bangor Pet Nov 29 Ord Nov 29

JONES, LLEWELYN, Moorestown, Skewen, nr Neath, Glam, Builder Aberavon Pet Nov 30 Ord Nov 30

LANCASTER, JAMES, Stroud, Boatmaker Gloucester Pet Nov 29 Ord Nov 29

LEPSCOMB, ALBERT JAMES, Southsea, Hants, Confectioner Portsmouth Pet Nov 27 Ord Nov 27

MCARDLE, FRANCIS GRAHAM, Borough High st High Court Pet Sept 26 Ord Nov 27

MACLURE BROTHERS, Liverpool, Commission Agents Liverpool Pet Nov 15 Ord Nov 28

NASH, LOUISA, Malvern, Worcester, Laundress Worcester Pet Nov 27 Ord Nov 27

PERHAM, WILLIAM HENRY PARK, Chudleigh, Devon, Grocer's Manager Plymouth Pet Nov 28 Ord Nov 28

RADHEAD, ALBERT, Leeds, Boot Repairer Leeds Pet Nov 28 Ord Nov 28

REYNOLDS, HERBERT ALFRED, Surbiton, Grocer Kingston Pet Nov 30 Ord Nov 30

RILEY, JOSEPH, and SAMUEL RILEY, Keswick, Cumberland, Farmers Workington Pet Nov 29 Ord Nov 29

ROME, JOHN, Field Head, Orton, Westmorland, Farmer Kendal Pet Nov 30 Ord Nov 30

ROSSITER, ALBERT, Weston super Mare, Builder Bridgwater Pet Nov 29 Ord Nov 29

ROWLEY, CHARLES, Little Hay, Staffs, Labourer Birmingham Pet Nov 29 Ord Nov 29

SUTTON, M C, North End rd, Fulham High Court Pet Nov 6 Ord Nov 29

TAYLOR, SARAH ELIZABETH, Huddersfield, Art Dealer Huddersfield Pet Nov 28 Ord Nov 28

THORNHILL, CHARLES, Littleport, Cambs, Baker Cambridge Pet Nov 29 Ord Nov 29

TOURNAY, HERBERT EDWARD, Eastwell, Kent, Farmer Canterbury Pet Nov 21 Ord Nov 30

TURNER, HARRY, Rhodes, Middleton, Cycle Agent Oldham Pet Nov 29 Ord Nov 29

WALKER, GEORGE JOHN, Lincoln, Chemist Lincoln Pet Nov 29 Ord Nov 29

WHITEHOUSE, HARRIET MARIA, Harrogate, Variety Artiste York Pet Nov 29 Ord Nov 29

WILAINSKI SAMUEL, Twickenham, Tailor Brentford Pet Nov 11 Ord Nov 29

WILLIAMS, WILLIAM, George Town, Merthyr Tydfil, Foreman Limeburner Merthyr Tydfil Pet Nov 30 Ord Nov 30

WINGFIELD, MAURICE FFOLLIOTT RHYS, Piccadilly High Court Pet Nov 9 Ord Nov 28

WYKES, NELLIE FLORENCE, Lonsdale, Bucks, Timber Merchant Luton Pet Nov 30 Ord Nov 30

Amended notice substituted for that published in the London Gazette of Nov 15:

DRUMMOND, SAMUEL, Bradford Bradford Pet Oct 28 Ord Nov 12

THEATRES.

DRURY LANE.

THIS DAY, at 1.45 and 7.45, THE SINS OF SOCIETY: Misses Constance Collier, Fanny Brough, Adrienne Augarde; Messrs. Albert Chevalier, Lyn Harding, Julian L'Estrange, Austin Melford, Oscar Adye, &c.

HIS MAJESTY'S.—Proprietor, Mr. H. Beerbohm Tree. Oscar Asche and Lily Brayton's Season.

THIS DAY, at 2.15 and 8.15, AS YOU LIKE IT: Oscar Asche and Lily Brayton: Henry Ainley, Alfred Brydone, Fisher White, H. R. Hignett, Kay Souper, Ernest Groom, Ian Penny, Godfrey Tearle, and Courtice Pounds; Mdmes. Muriel Ashwynne, Leila Norris, and Marianne Caldwell.

HAYMARKET.

THIS EVENING, at 9, THE EDUCATION OF ELIZABETH: Messrs. H. Marsh Allen, Lawrence Grossmith, C. Levison Lane, E. W. Tarver, H. V. Surrey, and H. V. Esmond; Mesdames Maud Millett, Lettice Fairfax, Florence Lloyd, Hilda Antony. At 8.30, THE NELSON TOUCH. Miss Mary Chevalier; Messrs. W. Giffard, R. Fielding, and Louis Calvert.

GARRICK.

THIS EVENING, at 8.30, SIMPLE SIMON: Mr. Bourchier and Miss Violet Vanbrugh; Messrs. Cyril Keightley, Arthur Whitby, Leon Quartermaine, W. Burchill, D. Imbert, A. Bristowe, R. Forsyth, G. H. Carter, S. Hillard, F. Cecil; Misses Henrietta Watson, Mary Weigall, E. Orby.

ADELPHI.

THIS EVENING, at 8.30, MRS. WIGGS OF THE CABBAGE PATCH: Mrs. Madge Carr Cook, Miss Louise Closser, Miss Lottie Alter, Miss Grace Griswold; Messrs. Frederick Burton, Ogden Stevens, and Entire New York Company.

DALY'S.

THIS EVENING, at 8.15, THE MERRY WIDOW: Messrs. Robert Evett, W. H. Berry, Lennox Pawle, Fred Kaye, Eric Thorne, G. Clesther, O'Connor, Roberts, and Joseph Coyne; Misses Elizabeth Firth, Gabrielle Ray, Desmond, Glyn, Welch, Dunbar, Dombey, Le Grand, Webster, Munro, and Lily Elsie.

ST. JAMES.

THIS EVENING, at 8.40 sharp, THE THIEF: Mr. George Alexander and Miss Irene Vanbrugh; Mr. Sydney Valentine, Mr. E. Lyall Swete, Mr. Reginald Owen; Miss Lilian Braithwaite.

CRITERION.

THIS EVENING, at 9.5, THE MOLLUSC: Charles Wyndham and Miss Mary Moore; Mr. Sam Sothern, Miss Elaine Inescort. Preceded, at 8.30, by CONCERNING A COUNTESS: Miss Marguerite Leslie, Mr. Reginald Walter, Miss Frances Vine, and Mr. George Giddens.

NEW.

THIS EVENING, at 8.15, THE FAIRY UNCLE. At 9, THE NEW BOY: Jerrold Robertshaw, Leon M. Lion, John Beauchamp, Edward Rigby, E. F. Mayeur, Logan, Bea McLean, Gladys Homfrey, Nellie Redwood, Muriel Carmel.

WYNDHAM'S.

THIS EVENING, at 9, WHEN KNIGHTS WERE BOLD: Mr. James Welch; Messrs. Grenville, Weir, Ford, Lane, Tully, Tomkins, Profeit, Richardson; Mesdames Helen Palgrave, Winwood, Cordell, Mary Leslie, West, Chippendale, Tasca-Page, and Audrey Ford. Preceded, at 8.15, by THE BOATSWAIN'S MATE.

VAUDEVILLE.

THIS EVENING, at 9, THE CUCKOO: Mr. Charles Hawtrey, Mesdames Sarah Brooke, Marie Alvarez, Mona Harrison, Gwynne Herbert, Helen Francis; Messrs. O. B. Clarence, E. Holman Clark, Wilfred Draycott, Robert Whyte, Henri Laurent, Ernest Graham, F. L. Julian, Percy R. Goodyer, L. Williams. At 8.15, A SENTIMENTAL CUSS.

COURT.

THIS EVENING, at 9, LADY FREDERICK: Ethel Irving, Beryl Faber, Beatrice Terry Florence Wood, Alice Beet, Mrs. Maltby, Ina Pelly, Nora Greenlaw; W. Graham Browne, C. M. Lowne, E. W. Garden, A. Holmes-Gore, Bevon, Lowe, Eyre, Haviland, Vernon, &c. At 8.30, A DOMESTIC PROBLEM.

SAVOY.

Vedrenne-Barker Performances.

THIS EVENING, at 8.15, CÆSAR AND CLEOPATRA: Mr. Forbes Robertson and Miss Gertrude Elliott; Messrs. Ian Robertson, Rhodes, Cookson, Langley, Pearce, Willoughby, Bingham, Vaughan, Wheatman, Troughton, Tyrer, Ridley, Bickley, Pilling, Master Tonge; Misses Elizabeth Watson, Paget, Harker.

LYRIC.

THIS EVENING, at 8.30, MONSIEUR BEAUCAIRE: Messrs. Lewis Waller, Charles Rock, Herbert Jarman, Owen Roughwood, Frank Wood, S. B. Brereton, Shiel Barry, H. Vyvyan, J. H. Irvine, Eric Scott, S. J. Warmington, S. Carpenter; Mesdames Evelyn Millard, Minnie Griffen, Dora Barton, E. May, B. Lewis, May Chesney, C. Vyse.

APOLLO.

THIS EVENING, at 8.30, THE NEW YORK IDEA. Miss Ellis Jeffreys and Mr. Fred Kerr; Messrs. Edmund Maurice, Fred Volpé, Stanley W. Ashworth, George Bealby, Albert Sims, C. Yapp, C. Cecil, E. Sterling; Mesdames Ethel Matthews, Mary Ralph, Molly Ventry, E. Ongley, R. Muriand.

ALDWYCH.

THIS EVENING, at 8, THE GAY GORDONS: Eilaline Terries and Seymour Hicks; Misses Mary Rorke, Zena Dare, Sydney Fairbrother, Barbara Deane, K. Butler, V. Morris, G. Delmar; Messrs. Fred Emney, W. Lugg, W. Bishop, L. Caird, A. W. Baskcomb, Kennaird, Maclaine, Boyd, Dene, J. C. Buckstone.

THE PLAYHOUSE.

THIS EVENING, at 9, THE EARL OF PAWTUCKET: Mr. Cyril Maude, Messrs. Doro Davidson, John Harwood, D. McCarthy, J. H. Ryley, A. G. Onslow; Mesdames Alexandra Carlisle, Pollie Emery, Van Buskirk, Madge Titheradge. At 8.30, FRENCH AS HE IS SPOKE.